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



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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-22-UC-13-0003

City of College Park's DUNS Number: 079378865

Federal Award Date: 1/1/2022-9/1/2029

Total Fulton County CDBG Municipality Agreement: \$90,000.00

THIS AGREEMENT entered this 12th day of April (month) 2023 (year) by and between Fulton County, Georgia (herein called the "Grantee") and the **City of College Park** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on August 3, 2022 the Fulton County Board of Commissioners approved the 2022 Annual Action Plan (22-0538) 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) program activities, as prescribed under the Housing and Community Development Act of 1974. On April 12, 2023, the Board of Commissioners approved the project via Agenda Item 23-0222.

WHEREAS, the City of College Park has been provided CDBG funds by Fulton County **for Park Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of College Park in the amount of **\$90,000.00**, shall be specifically used for the improvements of Tracey Wyatt Recreation Center located at 2300 Godby Road, College Park, Georgia 30349 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; 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:

1 **I. SCOPE OF SERVICES**

2 **A. Activities**

5 The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2022-2024
6 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of
7 providing these funds.

9 **B. Description of Activities**

11 *Improvements to the Tracey Wyatt Recreation Center located at 2300 Godby Road, College Park
12 Georgia 30349.*

14 A copy of the complete scope of work is attached in EXHIBIT A.

15 **C. National Objectives**

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

- 19 1. benefit low/moderate income persons
- 20 2. aid in the prevention or elimination of slums or blight
- 21 3. meet community development needs having a particular urgency as defined in 24 CFR Part
22 570.208

24 **This project meets the National Objectives of the Community Development Block Grant program
25 24 CFR Part 570.208(a)(2)(ii) area benefit.**

28 **II. TIME OF PERFORMANCE**

30 **Services of the Sub-recipient shall start on the 1st day of January 2022 and shall end on the 31st day
31 of December 2023.**

33 **III. BUDGET**

35 **The City of College Park shall maintain a budget compliant to CDBG program requirements.
36 Reference Exhibit C of the Agreement for Cost Reimbursement Budget.**

38 **IV. PAYMENT**

40 It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub
41 recipient Agreement shall not exceed **\$90,000.00** and **Expenses for eligible activities shall be retroactive
42 to January 1, 2022.** Drawdowns for the payment of eligible expenses shall be made against the line item
43 budget specified in Paragraph III herein and in accordance with performance.

1
2 **NOTICES**

3
4 Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Jackson Myers
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of College Park 3667 Main Street Atlanta, Georgia 30337
Phone:	(404) 612-8077	(678) 794-4834
Email:	Kim.benjamin@fultoncountyga.gov	jmeyers@collegeparkga.com

5
6 **SPECIAL CONDITIONS**

- 8 A complete description of the procurement process must be provided for any items purchased with
9 these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR
10 Part 200. All other items must be competitively procured.
- 11 All staff costs covered by this grant, including those retroactive to January 1, 2022, must be fully
12 documented (separately from regular CDBG staff costs) and timesheets provided for each staff
13 position covered. Beneficiaries from this time period must also be reported.
- 14 Funds being used retroactively cannot be used to pay for building renovations and other projects
15 that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To,
16 "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- 17 Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare
18 crisis in the community, the need must have arisen within 18 months, and the sub-recipient must
19 demonstrate and certify there are no other funds available to address the need.
- 20 All Federal Cross-Cutting requirements apply including Financial Management and Procurement,
21 Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and
22 Non-Discrimination

23
24 **GENERAL CONDITIONS**

25
26 **A. General Compliance**

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

34
35 **B. Independent Contractor**

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

43
44 **C. Hold Harmless**

45
46 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees
47 to release, indemnify, defend and hold harmless the County, its commissioners, officers, and
 employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without

1 limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether
2 arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury,
3 wrongful death or property damage, arising in any way from the actions or omissions of the Sub-
4 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
5 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
6 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
7 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
8 termination of this Agreement, even if the County terminates the Agreement for its convenience.
9

10 **D. Worker's Compensation**

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

13 **E. Insurance and Bonding**

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

16 **F. Grantor Recognition**

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

22 **G. Amendments**

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

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

33 **H. Suspension or Termination**

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

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

1
2 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
3 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
4 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
5 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
6 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
7 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
8 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
9 in compliance.

10
11 **VIII. ADMINISTRATIVE REQUIREMENTS**

12
13 **A. Financial Management**

14
15 ***1. Accounting Standards***

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

19
20 ***2. Internal Controls***

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

23
24 ***3. Cost Principles***

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

28
29 **B. Documentation and Record-Keeping**

30
31 ***1. Records to be maintained***

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

35

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of
36 the CDBG program
- ❖ Records required to determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale
37 property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components
38 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

39
40 ***2. Retention***

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

1
2 **3. Client Data**

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

8
9 **4. Disclosure**

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

15
16 **5. Property Records**

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

21
22 **6. Close outs**

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

28
29 **7. Audit & Inspections**

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

34
35 Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days
36 after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit
37 requirements will constitute a violation of this Agreement and may result in the withholding of future
38 payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in
39 accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR
40 Part 200 subpart F.

41
42 **C. Reporting and Payment Procedures**

43
44 **1. Program Income**

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

53
54 **2. Indirect costs**

55 If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for

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

6 **3. Payment Procedure**

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

15 **4. Progress Report**

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

19 **D. Procurement**

21 **1. Compliance**

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

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

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

- 1 2. Make information on forthcoming opportunities available and arrange time frames for
2 purchases and contracts to encourage and facilitate participation by small businesses,
3 minority-owned companies and women's business enterprises.
- 4 3. Consider in the contract process whether firms competing for larger contracts intend to
5 subcontract with small businesses, minority-owned companies and women's business
6 enterprises.
- 7 4. Encourage contracting with consortiums of small businesses, minority-owned companies
8 and women's business enterprises when a contract is too large for one of these firms to
9 handle individually.
- 10 5. Use the services and assistance, as appropriate, of such organizations as the Small
11 Business Administration and the US Department of Commerce Minority Business
12 Development Agency in the solicitation and utilization of small businesses, minority-
13 owned companies and women's business enterprises.
- 14 e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable
15 contracts, purchase orders, and incentive contracts) shall be determined by the recipient but
16 shall be appropriate for the particular procurement and for promoting the best interest of the
17 program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of
18 construction cost" methods of contracting **shall not be used**.
- 19 f. Contracts shall be made only with responsible contractors who possess the potential ability
20 to perform successfully under the terms and condition of the proposed procurement.
21 Consideration shall be given to such matters as contractor integrity; compliance with public
22 policy, including, where applicable, Section 3 of the Housing and Urban Development Act of
23 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or
24 accessibility to other necessary resources.
- 25 A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-
26 wide exclusions in the System for Award Management (SAM), in accordance with the OMB
27 guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,
28 p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM
29 Exclusions contains the names of parties debarred, suspended, or otherwise excluded by
30 agencies, as well as parties declared negligible under statutory or regulatory authority other
31 than Executive Order 12549.
- 32 g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton
33 County, pre-award review and procurement documents, such as requests for proposals or
34 invitation for bids, independent cost estimates, etc., when any of the following conditions
35 apply:
 - 36 1. A sub-recipient's procurement procedures or operation fails to comply with the
37 procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
 - 38 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at
39 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only
40 one bid or offer is received in response to a solicitation;
 - 41 3. The procurement, which is expected to exceed the small purchase threshold, specifies a
42 "brand name" product.
 - 43 4. The proposed award over the small purchase threshold is to be awarded to other than the
44 apparent low bidder under sealed bid procurement.
 - 45 5. A proposed contract modification changes the scope of a contract or increases the contract
46 amount by more than the amount of the small purchase threshold.
- 47 h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-
48 Federal entity that is a state agency or agency of a political subdivision of a state and its
49 contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by
50 the Resource Conservation and Recovery Act. The requirements of Section 6002 include
51 procuring only items designated in guidelines of the Environmental Protection Agency (EPA)
52 at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

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

6
7 **3. Travel**

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

10
11 **4. Use and Reversion of Assets**

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

15
16 a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts
17 receivable attributable to the use of funds under this Agreement at the time of expiration,
18 cancellation or termination.

19 b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in
20 part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the
21 CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of
22 this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-
23 recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National
24 Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount
25 equal to the current fair market value of the property less any portion of the value attributable
26 to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such
27 payment shall constitute program income to the Grantee. The Sub-recipient may retain real
28 property acquired or improved under this Agreement after the expiration of the five-year
29 period, or such longer time as the Grantee deems appropriate.

30
31 c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement
32 is sold, the proceeds shall be program income (prorated to reflect the extent to which funds
33 received under this Agreement were used to acquire the equipment). Equipment not needed
34 by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee
35 for the CDBG program or (b) retained after compensating the Grantee (an amount equal to
36 the current fair market value of the equipment less the percentage of non-CDBG funds used
37 to acquire the equipment).

38
39 **IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement**

40
41 The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property
42 Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and
43 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement
44 and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d)
45 governing optional relocation policies.

46
47 The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit
48 organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or
49 conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee
50 ordinances, resolutions and policies concerning the displacement of persons from their residences.

1 **X. Personnel and Participant Conditions**

2 **A. Civil Rights**

3 **1. Compliance**

4 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights
5 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and
6 Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section
7 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age
8 Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended
9 by Executive Order 11375 and 12086.

10 **2. Nondiscrimination**

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

20 **3. Land Covenants**

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

30 **4. Section 504**

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

36 **5. Fair Housing**

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

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

1 **6. Benefits to Legal Resident Aliens**

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

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

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

23 **B. Affirmative Action**

24 **1. Approved Plan**

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

32 **2. WBE/MBE**

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

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

43 **3. Access to Records**

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

49 **4. Notifications**

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

1
2 **5. EEO/AA Statement**

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

5
6 **6. Subcontract Provisions**

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

10
11 **C. Employment Restriction**

12
13 **1. Prohibited Activity**

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

18
19 **2. Labor Standards**

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

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

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

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

41
42 **a. Compliance**

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

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

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

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

6
7 The Sub-recipient further agrees to ensure that opportunities for training and employment
8 arising in connection with a housing rehabilitation (including reduction and abatement of lead
9 based paint hazards), housing construction, or other public construction projects are given to
10 low and very low income persons residing within the area in which the CDBG funded project is
11 located; where feasible, priority should be given to low and very low income persons within the
12 service area of the project or the neighborhood in which the project is located, and to low and
13 very low income participants in other HUD programs; and award contracts for work undertaken
14 in connection with a housing rehabilitation (including reduction and abatement of lead based
15 paint hazards) housing construction, or other public construction projects are given to business
16 concerns that provide economic opportunities for low and very low income persons residing
17 within the municipality in which the CDBG funded project is located where feasible, priority
18 should be given to business concerns which provide economic opportunities to low and very low
19 income residents within the service area or the neighborhood in which the project is located, and
20 to low and very low income participants in other HUD programs.

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

23 **b. Notifications**

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

29 **c. Subcontracts**

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

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

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

39 **D. Conduct**

40 **1. Assignability**

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

46 **2. Subcontracts**

47 **a. Approvals**

48 The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the

1 performance of this Agreement without the written consent of the Grantee prior to the execution
2 of such agreement.
3

4 **b. Monitoring**

5 The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract
6 compliance. Results of monitoring efforts shall be summarized in written reports and supported
7 with documented evidence of follow-up actions taken to correct areas of noncompliance.
8

9 **c. Content**

10 The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included
11 in and made a part of any subcontract executed in the performance of this Agreement.
12

13 **d. Selection Process**

14 The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this
15 Agreement shall be awarded of a fair and open competition basis. Executed copies of all
16 subcontracts shall be forwarded to the Grantee along with documentation concerning the
17 selection process.
18

19 **3. Hatch Act**

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

23 **4. Conflict of Interest**

24 The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts
25 of interest, and covenants that it presently has no financial interest and shall not acquire any
26 financial interest, direct or indirect, which would conflict in any manner or degree with the
27 performance of services required under this Agreement. The Sub-recipient further covenants that
28 in the performance of the Agreement no person having such a financial interest shall be employed
29 or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any
30 person who is an employee, agent, consultant, officer, or elected official or appointed official of the
31 Grantee, or of any designated public agencies or sub recipients which are receiving funds under
32 the CDBG Entitlement program.
33

34 **5. Lobbying**

35 The Sub-recipient hereby certifies that:

36 a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any
37 person for influencing or attempting to influence an officer or employee or an agency, a
38 member of Congress, an officer or employee of Congress, or an employee of a member of
39 Congress in connection with the awarding of any Federal contract, the making of any Federal
40 grant, the making of any Federal loan, the entering into of any cooperative agreement, and
41 the extension, continuation, renewal, amendment, or modification of any Federal contract,
42 grant, loan or cooperative agreement.
43 b. If any funds other than Federal appropriated funds have been paid or will be paid to any
44 person for influencing or attempting to influence an officer or employee of any agency, a
45 member of Congress, an officer or employee of Congress, or an employee of a Member of
46 Congress in connection with this Federal contract, grant, loan or cooperative agreement, it
47 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in
48 accordance with its instruction.
49 c. It will require that the language of paragraph (d) of this certification be included in the award
50 documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts
51 under grants, loans, and cooperative agreements) and that all sub recipients shall certify and
52 disclose accordingly.
53

d. Lobbying Certification

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

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

6. Rights to Inventions Made under Contract or Agreement

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

7. Religious Organization

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

E. Code of Conduct

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

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

XI. ENVIRONMENTAL CONDITIONS

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

1
2 **A. Air and Water**

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

5
6 1. Clean Air Act, 42 U.S.C., 7401, et seq.
7 2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318
8 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements
9 specified in said Section 114 and Section 308, as all regulations and guidelines issued
10 hereunder.
11 3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

12
13 **B. Flood Disaster Protection**

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

18
19 **C. Lead Based Paint**

20 The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance
21 provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR
22 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that
23 all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified
24 that such properties may include lead based paint. Such notifications shall point out the hazards of
25 lead based paint and explain the symptoms, treatment and precautions that should be taken when
26 dealing with lead based paint poisoning and the advisability of blood lead level screening for children
27 under seven. The notice should also point out that if lead based paint is found on the property,
28 abatement measures may be taken.

29
30 **D. Historic Preservation**

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

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

38
39 **E. Architectural Barriers Act of 1968 and Americans with Disabilities Act**

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

44
45 **F.E.O. 12373 – Interagency Review**

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

50
51 **XII. SEVERABILITY**

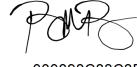
52
53 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected
54 thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

55
56 ***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

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

CITY OF COLLEGE PARK, GEORGIA

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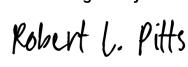


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Bianca Motley Broom, Mayor
City of College Park

FULTON COUNTY, GEORGIA

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

DocuSigned by:


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Shavala Ames
City Clerk

DATE: 05/09/2023

SEAL:



ATTEST

DocuSigned by:


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Tonya R. Grier, Clerk to the Commission

DATE: 05/10/2023

SEAL:



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APPROVED AS TO CONTENT:

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Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

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Winston Denmark, City Attorney

DATE: 05/09/2023

APPROVED AS TO FORM:

DocuSigned by:



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Office of the County Attorney

DATE: 05/10/2023

Fulton County Community Development Block Grant Program
ATTACHMENT A: Statement of Work
City of College Park:
TRACY WYATT RECREATION ROOF REPLACEMENT

Project Location:
WYATT RECREATION ROOF REPLACEMENT
2300 Godby Road
College Park, Georgia 30349

The scope of work provided a Metal Roof Coating with a Manufacturer 20-year warranty and 2 yr. Workmanship warranty which included the labor, equipment and materials to perform the following:

- Pressure wash existing metal roof areas in preparation for new coating application.
- Treat existing exposed roof fasteners and panel laps.
- Provide and install Roof Coating system at application rates per warranty requirements.
- Haul and remove construction debris.

Total Cost: \$ 334,910.00

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of College Park – City of College Park – WYATT RECREATION
ROOF REPLACEMENT PROJECT

FACILITY/IMPROVEMENT PROVISIONS	TASKS	DATE
Environmental Review	Completion of Environmental Assessments, submittal, review and approval.	May 2022
Construction Drawings & Specifications	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	May 2022
Solicitation for sealed bids by the City of College Park for Proposal Bids/Offers	Invitation for Bid- (Description of the requirements that the bidder/offeror must fulfill with other factors to be used in evaluating the bids or proposals submitted).	June 2022
Bid, Costs and Price Analysis (Specification List)	Perform a cost or price analysis for each procurement activity undertaken with Federal funds to include: A comparison of price quotations submitted, market prices, and similar indicators, together with discounts.	July 2022
City Award of Bid/Offer	PROJECT IMPROVEMENT RECORDS - The City of College Park will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; CDBG Compliance Documents and Basis for the award cost or price.	July 2022
Letter to Proceed for Contractor	Award Conference Note: Actual Date Pending Fulton County Notice to Proceed	July 2022
Contract Provisions	Insurance requirements, bonding requirements, CDBG Contract Documents, etc.	July 2022
Contract Administration	The City of College Park will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	April 2023
Contract Start Date of Project	Notice to Proceed	April 2023
Demolition / Clearance activities/Utility Construction	Clear & accurate description of the technical requirements for the project to be demolished/cleared	April 2023
Project Mid-Status	Clear & accurate description of the technical requirements for the work to be procured by City of College Park and CDBG Compliance Surveys, Payroll ...etc.	May 2023
Total Project Completion	Close out documentation, final title documentation/retainage of funds/release of liens.	June 2023

Fulton County Community Development Block Grant Program
ATTACHMENT C: Cost Reimbursement Budget
City of College Park City of College Park – City of College Park –
WYATT RECREATION ROOF REPLACEMENT PROJECT

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CITY	CDBG
Construction Administration/ Management	5/30/2023 – 6/30/2023	\$244,910.00	\$90,000.00
Construction Cost (Labor, Equipment/Supplies, Permits) –			
Total for Year 2022		\$244,910.00	\$90,000.00

REIMBURSEMENT EXPENDITURE SCHEDULE

As provided by the City of College Park for the Department of Community Development.

Municipality Expenses	May - June Projections	Total Operating Budget
Design and Project Administration		
Construction Costs	\$45,000	
▪ Labor ▪ Equipment/Supplies		
TOTAL EXPENSES	\$45,000	\$90,000.00

Reimbursement No.1 in the amount of \$45,000 to be submitted in May 2023.

Reimbursement No.2 in the amount of \$45,000 to be submitted in June 2023.

Fulton County Community Development Block Grant Program
EXHIBIT D:
City of College Park – Tracey Wyatt Recreation Center
Quarterly Performance Report

Municipality: **City of College Park**

CDBG Funding Year: **2022**

Project Name: **Tracey Wyatt Recreation Center**

Administering Department: **City of College Park**

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **\$90,000.00**

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

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$ _____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

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

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

FY 2022 INCOME LIMITS SUMMARY As of June 2022 Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190	\$41,910	\$46,630
Very Low Income (31%-50%)	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950	\$59,800	\$63,650
Low Income (51%-80%)	\$40,500	\$46,320	\$52,080	\$57,840	\$62,520	\$67,140	\$71,760	\$76,380
Low -Moderate Income (81%-100%)	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450	\$95,650	\$101,800

FY 2022 Income Limit Category		Jan 1st – March 31st	April 1st – June 30th	July 1st – Sept 30th	Oct 1st – Dec 31st
Extremely Low Income (0-30%)					
Very Low Income (31%-50%)					
Low Income (51%- 80%)					
Low/Moderate Income (81%-100%)					
Total					

BENEFICIARY DEMOGRAPHICS

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

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

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

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

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

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

Submitted by: _____ Date: _____
Name _____

Signature _____ Title: _____

Approved by: _____ Date: _____
Name _____

Signature _____ Title: _____

Fulton County Community Development Block Grant Program

EXHIBIT D2: Year End Performance Report

Municipality: City of College Park

CDBG Funding Year: 2022

Project Name: Tracey Wyatt Recreation Center

Administering Department: City of College Park

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: \$_____

CDBG Amount: \$_____

Contract Amounts: \$_____

CDBG Amount: \$_____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$_____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$_____

CDBG remaining balance: \$_____

Anticipated project completion date: _____

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

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

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

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: _____

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

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

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

Submitted by: _____ **Date:** _____
Name
 _____ **Title:** _____
Signature
Approved by: _____ **Date:** _____
Name
 _____ **Title:** _____
Signature

Exhibit E

Sub-recipient Monitoring Fulton County Community Development Block Grant Sub-recipient Monitoring

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

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

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

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

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

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

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2022

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

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

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

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

The purpose of the County's monitoring efforts is:

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

The monitoring plan for 2023 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

GENERAL POLICY FOR CDBG MONITORING

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

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

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

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

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

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

COMPLIANCE CHECKLISTS

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

SITE VISIT PROCEDURES

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

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

MONITORING RESULTS

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

This letter will generally contain the following information:

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

FOLLOW UP ACTION

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

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

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

RESOLVING MONITORING FINDINGS

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

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

A. GENERAL INFORMATION

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

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity: New activity Quantifiable increase in an existing public service (describe documentation)

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

11.	<p>Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
12.	<p>Describe any relevant training or technical assistance received by the sub-recipient during the past year.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
13.	<p>Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
14.	<p>During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
15.	<p>Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								
16.	<p>If the answer to #14 is "yes", are the sub-recipient's written reports:</p> <table border="1" data-bbox="246 1193 1462 1267"> <tr> <td data-bbox="246 1193 306 1227">a.</td> <td data-bbox="306 1193 1462 1227">Being submitted to the County in a timely manner?</td> <td data-bbox="964 1193 1024 1227"><input type="checkbox"/> Yes</td> <td data-bbox="1024 1193 1085 1227"><input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="246 1227 306 1267">b.</td> <td data-bbox="306 1227 1462 1267">Adequate in terms of the level of detail?</td> <td data-bbox="964 1227 1024 1267"><input type="checkbox"/> Yes</td> <td data-bbox="1024 1227 1085 1267"><input type="checkbox"/> No</td> </tr> </table>	a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
17.	<p>Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
18.	<p>Are the recordkeeping requirements of the CDBG regulations being followed:</p> <table border="1" data-bbox="246 1562 1462 1636"> <tr> <td data-bbox="246 1562 306 1596">a.</td> <td data-bbox="306 1562 1462 1596">Eligibility documentation?</td> <td data-bbox="747 1562 807 1596"><input type="checkbox"/> Yes</td> <td data-bbox="807 1562 868 1596"><input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="246 1596 306 1636">b.</td> <td data-bbox="306 1596 1462 1636">National objective documentation</td> <td data-bbox="747 1596 807 1636"><input type="checkbox"/> Yes</td> <td data-bbox="807 1596 868 1636"><input type="checkbox"/> No</td> </tr> </table>	a.	Eligibility documentation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	b.	National objective documentation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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b.	National objective documentation	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
19.	<p>Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If so, what is the process for tracking, reporting, and using program income?</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p>Is the use of program income consistent with the terms of the written agreement?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																		
21.	What sub-recipient staff members have responsibility for administering the project? 																																																																																																		
22.	Is there any evidence of conflict of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																		
NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.																																																																																																			
23.	Are financial records kept in accordance with CDBG administrative requirements?																																																																																																		
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26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
a.	Organizational chart? <input type="checkbox"/> Yes <input type="checkbox"/> No		
b.	Written definition of duties of key employees? <input type="checkbox"/> Yes <input type="checkbox"/> No		
c.	Formal system of authorization and supervision? <input type="checkbox"/> Yes <input type="checkbox"/> No		
d.	Separation of duties? <input type="checkbox"/> Yes <input type="checkbox"/> No		
e.	Staff qualifications for accounting functions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) <input type="checkbox"/> Yes <input type="checkbox"/> No		
g.	Comparison of financial records to actual assets and liabilities performed? <input type="checkbox"/> Yes <input type="checkbox"/> No		

35.	Does the sub-recipient's accounting system contain the following elements:				
a.	Chart of accounts	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
b.	Cash receipts journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
c.	Cash disbursements journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
d.	Payroll journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
e.	General ledger	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No				
a.	Are journal entries approved and explained / supported?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
b.	Are posting and trial balances performed on a regular basis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
c.	Is there fidelity bond coverage for sub-recipient officials?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No				
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No				
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain:				
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No				
	Describe areas of weakness:				
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:				
<p>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.</p> <p>FINDINGS:</p> <ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 					
(ATTACH ADDITIONAL SHEETS AS NECESSARY)					

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

FULTON COUNTY
CDBG SUB-RECIPIENT MONITORING POLICY
Monitoring Finding / Concerns Clearance Process

Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

Fulton County Community Development Block Grant Program

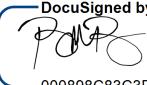
EXHIBIT G: 2 CFR Part 200

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

Uniform Guidance Item		Response
1	Subrecipient Name	City of College Park
2	Subrecipient DUNS Number	079378865
3	Federal Award Identification Number (FAIN)	B-22-UC-13-0003
4	Federal Award Date	1/1/2022-9/1/2029
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2022 End Date: 12/31/2024
6	Amount of Federal Funds Obligated by This Action	\$90,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$90,000.00
8	Total Amount of the CDBG Federal Award	\$1,382,965.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for College Park's Tracey Wyatt Recreation Center's roof improvements and upgrades located at 2300 Godby Road, College Park GA 30349.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

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

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

Signature of Authorized Certifying Official  X 000808C83C3E450...	Applicant City of College Park
Title Mayor	Date 05/09/2023



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



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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants
Federal Award Identification Number: B-22-UC-13-0003

City of Hapeville's DUNS Number: 079378865
Federal Award Date: 1/1/2022-9/1/2029
Total Fulton County CDBG Municipality Agreement: \$65,000.00

THIS AGREEMENT entered this 12th day of April (month) 2023 (year) by and between Fulton County, Georgia (herein called the "Grantee") and the **City of Hapeville** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, August 3,2022 on the Fulton County Board of Commissioners approved the 2022 Annual Action Plan (22-0538) 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) program activities, as prescribed under the Housing and Community Development Act of 1974. On April 12, 2023 the Board of Commissioners approved the Hapeville project via Agenda Item 23-0222.

WHEREAS, the City of Hapeville has been provided CDBG funds by Fulton County **for Public Park Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Hapeville in the amount of **\$65,000.00**, shall be specifically used for improvements to the John R. Lewis Memorial Park located at 488 King Arnold Street, Hapeville Georgia 30354 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; 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:

1
2 **I. SCOPE OF SERVICES**
3

4 **A. Activities**
5

6 The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2022-2024
7 a manner satisfactory to Fulton County and consistent with any standards required as a condition of
8 providing these funds.
9

10 **B. Description of Activities**
11

12 *Improvements to the John R. Lewis Memorial Park located at 488 King Arnold Street, Hapeville Georgia
13 30354.*

14 A copy of the complete scope of work is attached in EXHIBIT A.
15

16 **C. National Objectives**
17

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

20 1. benefit low/moderate income persons
21 2. aid in the prevention or elimination of slums or blight
22 3. meet community development needs having a particular urgency as defined in 24 CFR Part
23 570.208
24

25 **This project meets the National Objectives of the Community Development Block Grant program
26 24 CFR Part 570.208(a)(2)(ii) area benefit.**
27

28 **II. TIME OF PERFORMANCE**
29

30 **Services of the Sub-recipient shall start on the 1st day of January 2022 and shall end on the 31st day
31 of December 2024.**
32

33 **III. BUDGET**
34

35 **The City of Hapeville shall maintain a budget compliant to CDBG program requirements. Reference
36 Exhibit C of the Agreement for Cost Reimbursement Budget.**
37

38 **IV. PAYMENT**
39

40 It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub
41 recipient Agreement shall not exceed **\$65,000.00** and **Expenses for eligible activities shall be retroactive
42 to January 1, 2022.** Drawdowns for the payment of eligible expenses shall be made against the line item
43 budget specified in Paragraph III herein and in accordance with performance.
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5**V. NOTICES**

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

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Lee Sudduth Director, Community Services
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Hapeville 3468 North Fulton Avenue Hapeville, Georgia 30354
Phone:	(404) 612-8077	(404) 669-2120
Email:	Kim.benjamin@fultoncountyga.gov	lsudduth@hapeville.org

6
7**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. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2022, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

24

VII. GENERAL CONDITIONS

25

A. General Compliance

26

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

27

B. Independent Contractor

28

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

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2 **C. Hold Harmless**
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4 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees
5 to release, indemnify, defend and hold harmless the County, its commissioners, officers, and
6 employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without
7 limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether
8 arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury,
9 wrongful death or property damage, arising in any way from the actions or omissions of the Sub-
10 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
11 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
12 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
13 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
14 termination of this Agreement, even if the County terminates the Agreement for its convenience.
15

16 **D. Worker's Compensation**
17

18 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in
19 the performance of this Agreement.
20

21 **E. Insurance and Bonding**
22

23 The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to
24 theft, fraud and /or undue physical damage.
25

26 **F. Grantor Recognition**
27

28 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through
29 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be
30 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the
31 support provided herein in all publications made possible with funds made available under this
32 Agreement.
33

34 **G. Amendments**
35

36 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments
37 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized
38 representative of both organizations, and approved by the Grantee's governing body. Such
39 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient
40 from its obligations under this Agreement.
41

42 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
43 governmental guidelines, policies and available funding amounts, or for other reasons. If such
44 amendments result in a change in the funding, the scope of service, or schedule of the activities to be
45 undertaken as part of this Agreement, such modifications will be incorporated only by written
46 amendment signed by both Grantee and Sub-recipient.
47

48 **H. Suspension or Termination**
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50 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur
51 if the Sub-recipient materially fails to comply with any term of the award and the award may be
52 terminated for convenience.
53

54 Either party may terminate this Agreement at any time by giving written notice to the other party of such
55 termination and specifying the effective date there of at least 30 days before this effective date of such
 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken

1 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or
2 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material
3 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the
4 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable
5 compensation for any satisfactory work completed on such documents or materials prior to the
6 termination.
7

8 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
9 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
10 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
11 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
12 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
13 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
14 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
15 in compliance.
16

17 **VIII. ADMINISTRATIVE REQUIREMENTS**

18

19 **A. Financial Management**

20

21 ***1. Accounting Standards***

22 The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the
23 accounting principles and procedures required therein, utilize adequate internal controls, and
24 maintain necessary source documentation for all costs incurred.
25

26 ***2. Internal Controls***

27 The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal
28 controls over the funds awarded herein.
29

30 ***3. Cost Principles***

31 The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E,
32 "Cost Principles". These principles shall be applied for all costs incurred whether charged on a
33 direct or indirect basis.
34

35 **B. Documentation and Record-Keeping**

36

1. Records to be maintained

37 The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR
38 Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records
39 shall include but not be limited to:
40

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

51

2. Retention

52 The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement
53 for a period of three (3) years from the date of submission of the final expenditure report for activities
54 funded under this Agreement. Records for non-expendable property acquired with funds under
55

1 this Agreement shall be retained for three (3) years after final disposition of such property. Records
2 for any displaced person must be kept for three (3) years after he/she has received final payment.
3 Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that
4 involve any of the records cited and that have started before the expiration of the three year period,
5 then such record must be retained until completion of the actions and resolution of all issues, or
6 the expiration of the three year period, whichever occurs later.
7

8 **3. Client Data**

9 The Sub-recipient shall maintain client data demonstrating client eligibility for services provided.
10 Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly,
11 head of household, family size, or other basis for determining eligibility, and description of service
12 provided. Such information shall be made available to Grantee monitors or their designees for
13 review upon request.
14

15 **4. Disclosure**

16 The Sub-recipient understands that client information collected under this Agreement is private and
17 the use of disclosure of such information, when not directly connected with the administration of
18 the Grantee's or Sub-recipient's responsibilities with respect to services provided under this
19 Agreement, is prohibited unless written consent is obtained from such person receiving service
20 and, in the case of a minor, that of a responsible parent/guardian.
21

22 **5. Property Records**

23 The Sub-recipient shall maintain real property inventory records, which clearly identify properties
24 purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall
25 conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as
26 applicable.
27

28 **6. Close outs**

29 The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are
30 completed. Activities during this closeout period shall include, but are not limited to making final
31 payments, disposing of program assets (including the return of all unused materials, equipment,
32 unspent cash advances, program income balances, and accounts receivable to the Grantee), and
33 determining the custodianship of records.
34

35 **7. Audit & Inspections**

36 All Sub-recipient records with respect to any matters covered by this Agreement shall be made
37 available to the Grantee, grantor agency, their designees or the Federal Government, at any time
38 during normal business hours, as often as the Grantee or grantor agency deems necessary, to
39 audit, examine, and make excerpts or transcripts of all relevant data.
40

41 Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days
42 after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit
43 requirements will constitute a violation of this Agreement and may result in the withholding of future
44 payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in
45 accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR
46 Part 200 subpart F.
47

48 **C. Reporting and Payment Procedures**

49 **1. Program Income**

50 The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by
51 activities carried out with CDBG funds made available under this Agreement. The use of program
52 income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By
53 way of further limitations, the Sub-recipient may use such income during the Agreement period for
54 activities permitted under this Agreement and shall reduce requests for additional funds by the
55

1 amount of any such program income balance on hand. All unused program income shall be
2 returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances
3 from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
4

5 **2. *Indirect costs***

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

12 **3. *Payment Procedure***

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

21 **4. *Progress Report***

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

25 **D. Procurement**

26 **1. *Compliance***

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

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

33

34 a. Sub-recipients must avoid purchasing unnecessary items

35 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine
36 which would be the most economical and practical procurement for the federal government

37 c. Solicitations for goods and services provide for all of the following:

38 1. A clear and accurate description of the technical requirements for the material, product
39 or service to be procured. In competitive procurements, such a description shall not
40 contain features which unduly restrict competition.

41 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in
42 evaluating bids or proposals.

43 3. A description, whenever practicable, of technical requirements in terms of functions to be
44 performed or performance required, including the range of acceptable characteristics or
45 minimum acceptable standards.

46 4. The specific features of "brand name or equal" descriptions that bidders are required to
47 meet when such items are included in the solicitation.

48 5. The acceptance, to the extent practicable and economically feasible, of products and
49 services dimensioned in the metric system of measurement.

50 6. Preference, to the extent practicable and economically feasible, for products and services
51 that conserve natural resources and protect the environment and are energy efficient.

1

2 d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned

3 companies and women's business enterprises, whenever possible. Recipients of Federal

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

5 1. Ensure that small businesses, minority-owned companies and women's business

6 enterprises are used to the fullest extent practicable.

7 2. Make information on forthcoming opportunities available and arrange time frames for

8 purchases and contracts to encourage and facilitate participation by small businesses,

9 minority-owned companies and women's business enterprises.

10 3. Consider in the contract process whether firms competing for larger contracts intend to

11 subcontract with small businesses, minority-owned companies and women's business

12 enterprises.

13 4. Encourage contracting with consortiums of small businesses, minority-owned companies

14 and women's business enterprises when a contract is too large for one of these firms to

15 handle individually.

16 5. Use the services and assistance, as appropriate, of such organizations as the Small

17 Business Administration and the US Department of Commerce Minority Business

18 Development Agency in the solicitation and utilization of small businesses, minority-

19 owned companies and women's business enterprises.

20

21 e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable

22 contracts, purchase orders, and incentive contracts) shall be determined by the recipient but

23 shall be appropriate for the particular procurement and for promoting the best interest of the

24 program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of

25 construction cost" methods of contracting **shall not be used**.

26 f. Contracts shall be made only with responsible contractors who possess the potential ability

27 to perform successfully under the terms and condition of the proposed procurement.

28 Consideration shall be given to such matters as contractor integrity; compliance with public

29 policy, including, where applicable, Section 3 of the Housing and Urban Development Act of

30 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or

31 accessibility to other necessary resources.

32

33 A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-

34 wide exclusions in the System for Award Management (SAM), in accordance with the OMB

35 guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,

36 p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM

37 Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

38 agencies, as well as parties declared negligible under statutory or regulatory authority other

39 than Executive Order 12549.

40

41 g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton

42 County, pre-award review and procurement documents, such as requests for proposals or

43 invitation for bids, independent cost estimates, etc., when any of the following conditions

44 apply:

45 1. A sub-recipient's procurement procedures or operation fails to comply with the

46 procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.

47 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at

48 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only

49 one bid or offer is received in response to a solicitation;

50 3. The procurement, which is expected to exceed the small purchase threshold, specifies a

51 "brand name" product.

52 4. The proposed award over the small purchase threshold is to be awarded to other than the

53 apparent low bidder under sealed bid procurement.

54 5. A proposed contract modification changes the scope of a contract or increases the contract

55 amount by more than the amount of the small purchase threshold.

56

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

3. Travel

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

4. Use and Reversion of Assets

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

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

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

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

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

1
2 **X. Personnel and Participant Conditions**

3
4 **A. Civil Rights**

5
6 **1. Compliance**

7 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights
8 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and
9 Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section
10 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age
11 Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended
12 by Executive Order 11375 and 12086.

13
14 **2. Nondiscrimination**

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

24
25 **3. Land Covenants**

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

35
36 **4. Section 504**

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

42
43 **5. Fair Housing**

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

49
50 The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing
51 Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further
52 fair housing within its own jurisdiction and support Fulton County's actions to comply with the
53 County's fair housing certification. This provision is required because noncompliance by a unit of
54 general local government included in an urban county may constitute noncompliance by the
55 grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial

1 actions by the Department of Housing and Urban Development.
2

3 **6. Benefits to Legal Resident Aliens**

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

6 a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among
7 others, alien visitors, tourists, diplomats, and students who enter the United States
8 temporarily with no intention of abandoning their residence in a foreign country;
9

10 b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry
11 provisions of the INA];
12

13 c. an alien who has qualified ... [as a refugee or asylee];
14

15 d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney
16 General's parole authority] ...;
17

18 e. an alien within the United States as to whom the Attorney General has withheld deportation
19 [on the basis of prospective persecution] ...; or
20

21 f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the
22 Immigration and Nationality Act

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

24 **B. Affirmative Action**

25 **1. Approved Plan**

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

32 **2. WBE/MBE**

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

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

41 **3. Access to Records**

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

46 **4. Notifications**

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

1 employees and applicants for employment.
2

3 **5. EEO/AA Statement**

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

7 **6. Subcontract Provisions**

8 The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative
9 Action, in every subcontract or purchase order, specifically or by references, so that such provision
10 will be binding upon each of its own sub-recipients or subcontractors.
11
12

13 **C. Employment Restriction**
14

15 **1. Prohibited Activity**

16 The Sub-recipient is prohibited from using funds provided herein or personnel employed in the
17 administration of the program for: political activities; sectarian or religious activities; lobbying,
18 political patronage, and nepotism activities.
19

20 **2. Labor Standards**

21 The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance
22 with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety
23 Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC
24 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor
25 standards insofar as those acts apply to the performance of this Agreement. The Sub recipient
26 shall maintain documents which shall be made available to the Grantee for review upon request.
27

28 The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential
29 property containing less than eight (8) units, all contractors engaged under contracts in excess of
30 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance
31 provided under this Agreement, shall comply with Federal requirements adopted by the Grantee
32 pertaining to such contract and with the applicable requirements of the regulations of the
33 Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio
34 apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in
35 all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.
36

37 The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors
38 or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.
39

40 **3. "Section 3" Clause**
41

42 **a. Compliance**

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

52 The Sub-recipient further agrees to comply with these "Section 3" requirements and to include
53 the following language in all subcontracts executed under this Agreement:
54

55 "The work to be performed under this Agreement is project assisted under a program providing

1 direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of
2 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires
3 that to the greatest extent feasible opportunities for training and employment be given to low
4 and very low income. Residents of the project area and contracts for work in connection with
5 the project be awarded to business concerns that provide economic opportunities for low and
6 very low-income persons residing in the community in which the project is located.”
7

8 The Sub-recipient further agrees to ensure that opportunities for training and employment
9 arising in connection with a housing rehabilitation (including reduction and abatement of lead
10 based paint hazards), housing construction, or other public construction projects are given to
11 low and very low income persons residing within the area in which the CDBG funded project is
12 located; where feasible, priority should be given to low and very low income persons within the
13 service area of the project or the neighborhood in which the project is located, and to low and
14 very low income participants in other HUD programs; and award contracts for work undertaken
15 in connection with a housing rehabilitation (including reduction and abatement of lead based
16 paint hazards) housing construction, or other public construction projects are given to business
17 concerns that provide economic opportunities for low and very low income persons residing
18 within the municipality in which the CDBG funded project is located where feasible, priority
19 should be given to business concerns which provide economic opportunities to low and very low
20 income residents within the service area or the neighborhood in which the project is located, and
21 to low and very low income participants in other HUD programs.
22 The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which
23 would prevent compliance with these requirements.

24 **b. Notifications**

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

31 **c. Subcontracts**

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

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

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

43 **D. Conduct**

44 **1. Assignability**

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

1 **2. Subcontracts**

2 **a. Approvals**

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

6 **b. Monitoring**

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

10 **c. Content**

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

13 **d. Selection Process**

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

18 **3. Hatch Act**

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

27 **4. Conflict of Interest**

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

37 **5. Lobbying**

38 The Sub-recipient hereby certifies that:

- 41 a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any
42 person for influencing or attempting to influence an officer or employee or an agency, a
43 member of Congress, an officer or employee of Congress, or an employee of a member of
44 Congress in connection with the awarding of any Federal contract, the making of any Federal
45 grant, the making of any Federal loan, the entering into of any cooperative agreement, and
46 the extension, continuation, renewal, amendment, or modification of any Federal contract,
47 grant, loan or cooperative agreement.
- 48 b. If any funds other than Federal appropriated funds have been paid or will be paid to any
49 person for influencing or attempting to influence an officer or employee of any agency, a
50 member of Congress, an officer or employee of Congress, or an employee of a Member of
51 Congress in connection with this Federal contract, grant, loan or cooperative agreement, it
52 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in
53 accordance with its instruction.

1 c. It will require that the language of paragraph (d) of this certification be included in the award
2 documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts
3 under grants, loans, and cooperative agreements) and that all sub recipients shall certify and
4 disclose accordingly.

5 d. **Lobbying Certification**

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

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

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

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

28 **7. Religious Organization**

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

32 **E. Code of Conduct**

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

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

1 **XI. ENVIRONMENTAL CONDITIONS**

2

3 The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that
4 the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR
5 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process
6 under the provisions of 24 CFR.

7

8 **A. Air and Water**

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

12

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

18

19 **B. Flood Disaster Protection**

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

24

25 **C. Lead Based Paint**

26 The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance
27 provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR
28 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that
29 all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified
30 that such properties may include lead based paint. Such notifications shall point out the hazards of
31 lead based paint and explain the symptoms, treatment and precautions that should be taken when
32 dealing with lead based paint poisoning and the advisability of blood lead level screening for children
33 under seven. The notice should also point out that if lead based paint is found on the property,
34 abatement measures may be taken.

35

36 **D. Historic Preservation**

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

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

44

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

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

50

51 **F.E.O. 12373 – Interagency Review**

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

1
2
3
4

XII. SEVERABILITY

5 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected
6 thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
7
8

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

CITY OF HAPEVILLE, GEORGIA

DocuSigned by:

Mayor Alan Hallman

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Allan Hallman, Mayor
City of Hapeville

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

DocuSigned by:

Sharee Steed

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Sharee Steed
City Clerk

DATE: 04/27/2023



SEAL:

ATTEST

DocuSigned by:

Tonya Grier

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Tonya R. Grier, Clerk to the Commission

DATE: 04/28/2023

DocuSigned by:

SEAL:



APPROVED AS TO CONTENT:

Stanley Wilson

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Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

DocuSigned by:

Lajuana C. Ransaw

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Lajuana C. Ransaw, City Attorney

APPROVED AS TO FORM:

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David Lowman

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Office of the County Attorney

DATE:

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04/24/2023

DATE:

04/27/2023

Fulton County Community Development Block Grant Program
ATTACHMENT A- 2022 Project Description
City of Hapeville – John R. Lewis Memorial Park Project

This project consists of installing an asphalt multi-purpose walking and bicycle track with markings that will be on the outside perimeter of the playing field. There will also be fencing on the west side of the hill to prevent soccer and footballs from rolling down the hill. This multi-purpose track would allow families to exercise while their friends and family members practice and play soccer and football on this field. There is currently no hard surface walking area on this field.

Fulton County Community Development Block Grant Program
ATTACHMENT B: 2022 Project Implementation Schedule
City of Hapeville – John R. Lewis Memorial Park Project

PROJECT ACTIVITY	TASKS	PROJECTED DATE
Request for Proposals from Architects/Engineers/Consultants¹	Receive proposal for services - (Architect/Engineering Services)	Completed
Selection of A&E/Consultants by City¹	Approve and proceed Services Awarded	Completed
Design Phase by Architect/Engineer¹	Design/Specifications in process	January 2023-February 2023
Environmental Review¹	Specify Completion Date of w/Annual Update	January 2023-February 2023
Construction Drawings & Request for Proposals by Architect/Engineer¹	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	February 2023
Solicitation for sealed bids by the City of Hapeville for Proposal Bids/Offers¹	Invitation for Bid- (Description of the requirements that the bidder/offered must fulfill with other factors to be used in evaluating the bids or proposals submitted).	February 2023
Costs and Price Analysis (Specification List)¹	Perform a cost or price analysis for each procurement activity undertaken with Federal funds to include: A comparison of price quotations submitted, market prices, and similar indicators, together with discounts.	February 2023
City Award of Bid/Offer¹	Renovation/Improvement RECORDS - The City of Hapeville will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offerer selection; Justification for lack of competition when bids or offers are not obtained; and Basis for the award cost or price.	March 2023
Letter to Proceed for Contractor¹	Award Conference	April 2023
Contract Administration¹	The City of Hapeville will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	April 2023-May 2023
Contract Start Date of Project¹	Notice to Proceed	April 2023
Contract Provisions¹	Insurance requirements, bonding requirements, housing location & care of products, etc.	March 2023
Project Mid-Status¹	Renovation/Improvement (clear & accurate description of the technical requirements for the work to be procured by City of Hapeville	April 2023-May 2023
Project Completion¹	Close out documentation, final title documentation/retainage of funds/release of liens.	May 2023

Fulton County Community Development Block Grant Program
ATTACHMENT C:
2022 PROJECT BUDGET & REIMBURSEMENT SCHEDULE
City of Hapeville – John R. Lewis Memorial Park Project

PROPOSED PROJECT BUDGET
Please outline a preliminary project budget in detail

- Project Design and Bid Document Preparation: \$15,000 (General Fund)
- Solicitation of Sealed Bids by the City, City Award of Bid, Notice to Proceed for Contractor: \$5,000 (General Fund)
- Construction: \$65,000 (CDBG Funds)

Reimbursement schedule as provided by City of Hapeville for the Department of Community Development CDBG Spend Plan Document.

Reimbursement No.1 in the amount of \$32,500 to be submitted in May 2023

Reimbursement No. 2 in the amount of \$32,500 to be submitted in June 2023

Fulton County Community Development Block Grant Program
EXHIBIT D:
City of Hapeville – John R. Lewis Memorial Park
Quarterly Performance Report

Municipality: **City of Hapeville**

CDBG Funding Year: **2022**

Project Name: **John R. Lewis Memorial Park**

Administering Department: **City of Hapeville**

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **\$65,000.00**

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

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$ _____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

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

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

FY 2022 INCOME LIMITS SUMMARY As of June 2022 Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190	\$41,910	\$46,630
Very Low Income (31%-50%)	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950	\$59,800	\$63,650
Low Income (51%-80%)	\$40,500	\$46,320	\$52,080	\$57,840	\$62,520	\$67,140	\$71,760	\$76,380
Low -Moderate Income (81%-100%)	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450	\$95,650	\$101,800

FY 2022 Income Limit Category	Jan 1st – March 31st	April 1 st – June 30 th	July 1 st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

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

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

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

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

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

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

Submitted by: _____ Date: _____
 Name _____
 _____ Title: _____
 Signature _____

Approved by: _____ Date: _____
 Name _____
 _____ Title: _____
 Signature _____

Fulton County Community Development Block Grant Program

EXHIBIT D2: Year End Performance Report

Municipality: City of Hapeville

CDBG Funding Year: 2022

Project Name: John R. Lewis Memorial Park

Administering Department: City of Hapeville

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: \$_____

CDBG Amount: \$_____

Contract Amounts: \$_____

CDBG Amount: \$_____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$_____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$_____

CDBG remaining balance: \$_____

Anticipated project completion date: _____

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

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

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 Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F 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: _____

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

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

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

Submitted by: _____ **Date:** _____
Name _____

Signature _____ **Title:** _____

Approved by: _____ **Date:** _____
Name _____

Signature _____ **Title:** _____

Exhibit E

Sub-recipient Monitoring Fulton County Community Development Block Grant Sub-recipient Monitoring

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

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

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

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

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

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

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2022

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

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

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

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

The purpose of the County's monitoring efforts is:

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

The monitoring plan for 2023 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

GENERAL POLICY FOR CDBG MONITORING

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

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

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

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

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

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

COMPLIANCE CHECKLISTS

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

SITE VISIT PROCEDURES

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

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

MONITORING RESULTS

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

This letter will generally contain the following information:

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

FOLLOW UP ACTION

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

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

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

RESOLVING MONITORING FINDINGS

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

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

A. GENERAL INFORMATION

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

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity: New activity Quantifiable increase in an existing public service (describe documentation)

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

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

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																																				
21.	What sub-recipient staff members have responsibility for administering the project? 																																																																																																																				
22.	Is there any evidence of conflict of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																																				
NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.																																																																																																																					
23.	Are financial records kept in accordance with CDBG administrative requirements?																																																																																																																				
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<u>Type of Service</u>	<u>Name of Contractor</u>																																																																																																																				

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

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

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

FULTON COUNTY
CDBG SUB-RECIPIENT MONITORING POLICY
Monitoring Finding / Concerns Clearance Process

Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

Fulton County Community Development Block Grant Program

EXHIBIT G: 2 CFR Part 200

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

Uniform Guidance Item		Response
1	Subrecipient Name	City of Hapeville
2	Subrecipient DUNS Number	079378865
3	Federal Award Identification Number (FAIN)	B-22-UC-13-0003
4	Federal Award Date	1/1/2022-9/1/2029
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2022 End Date: 12/31/2024
6	Amount of Federal Funds Obligated by This Action	\$65,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$65,000.00
8	Total Amount of the CDBG Federal Award	\$1,382,965.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for City of Hapeville's John R. Lewis Memorial Park improvements located at 488 King Arnold Street, Hapeville GA 30354.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

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

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

Signature of Authorized Certifying Official DocuSigned by: X  49FD9F7A041D47F...	Applicant City of Hapeville
Title Mayor	Date 04/26/2023



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



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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants
Federal Award Identification Number: B-22-UC-13-0003

City of Fairburn's DUNS Number: 099631004
Federal Award Date: 1/1/2022-9/1/2029
Total Fulton County CDBG Municipality Agreement: \$311,850.00

THIS AGREEMENT entered this 12th day of April (month) 2023 (year) by and between Fulton County, Georgia (herein called the "Grantee") and the **City of Fairburn** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on August 3, 2022 the Fulton County Board of Commissioners approved the 2022 Annual Action Plan (22-0538) 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) program activities, as prescribed under the Housing and Community Development Act of 1974. On April 12, 2023, the Board of Commissioners approved the Fairburn project via Agenda Item 23-0222.

WHEREAS, the City of Fairburn has been provided CDBG funds by Fulton County **for ADA Pedestrian Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Fairburn in the amount of **\$311,850.00**, shall be specifically used for ADA Pedestrian Improvements located at Golightly Street for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; 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:

1 **I. SCOPE OF SERVICES**

2 **A. Activities**

5 The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2022-2024
6 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of
7 providing these funds.

9 **B. Description of Activities**

11 *Improvements to the Pedestrian Improvements on Golightly Street located at Golightly Street, Fairburn
12 Georgia.*

14 A copy of the complete scope of work is attached in EXHIBIT A.

15 **C. National Objectives**

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

- 19 1. benefit low/moderate income persons
- 20 2. aid in the prevention or elimination of slums or blight
- 21 3. meet community development needs having a particular urgency as defined in 24 CFR Part
22 570.208

24 **This project meets the National Objectives of the Community Development Block Grant program
25 24 CFR Part 570.208(a)(2)(ii) area benefit.**

28 **II. TIME OF PERFORMANCE**

30 **Services of the Sub-recipient shall start on the 1st day of January 2022 and shall end on the 31st day
31 of December 2023.**

33 **III. BUDGET**

35 **The City of Fairburn shall maintain a budget compliant to CDBG program requirements. Reference
36 Exhibit C of the Agreement for Cost Reimbursement Budget.**

38 **IV. PAYMENT**

40 It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub
41 recipient Agreement shall not exceed **\$311,850.00** and **Expenses for eligible activities shall be
42 retroactive to January 1, 2022.** Drawdowns for the payment of eligible expenses shall be made against
43 the line item budget specified in Paragraph III herein and in accordance with performance.

1
2 **NOTICES**

3
4 Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

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

5
6 **SPECIAL CONDITIONS**

- 8 A complete description of the procurement process must be provided for any items purchased with
9 these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR
10 Part 200. All other items must be competitively procured.
- 11 All staff costs covered by this grant, including those retroactive to January 1, 2022, must be fully
12 documented (separately from regular CDBG staff costs) and timesheets provided for each staff
13 position covered. Beneficiaries from this time period must also be reported.
- 14 Funds being used retroactively cannot be used to pay for building renovations and other projects
15 that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To,
16 "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- 17 Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare
18 crisis in the community, the need must have arisen within 18 months, and the sub-recipient must
19 demonstrate and certify there are no other funds available to address the need.
- 20 All Federal Cross-Cutting requirements apply including Financial Management and Procurement,
21 Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and
22 Non-Discrimination

23
24 **GENERAL CONDITIONS**

25
26 **A. General Compliance**

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

34
35 **B. Independent Contractor**

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

43
44 **C. Hold Harmless**

45
46 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees
47 to release, indemnify, defend and hold harmless the County, its commissioners, officers, and
 employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without

1 limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether
2 arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury,
3 wrongful death or property damage, arising in any way from the actions or omissions of the Sub-
4 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
5 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
6 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
7 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
8 termination of this Agreement, even if the County terminates the Agreement for its convenience.
9

10 **D. Worker's Compensation**

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

13 **E. Insurance and Bonding**

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

16 **F. Grantor Recognition**

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

22 **G. Amendments**

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

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

33 **H. Suspension or Termination**

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

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

1
2 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
3 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
4 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
5 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
6 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
7 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
8 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
9 in compliance.

10
11 **VIII. ADMINISTRATIVE REQUIREMENTS**

12
13 **A. Financial Management**

14
15 ***1. Accounting Standards***

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

19
20 ***2. Internal Controls***

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

23
24 ***3. Cost Principles***

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

28
29 **B. Documentation and Record-Keeping**

30
31 ***1. Records to be maintained***

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

35

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of
36 the CDBG program
- ❖ Records required to determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale
37 property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components
38 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

39
40 ***2. Retention***

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

3. Client Data

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

4. Disclosure

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

5. *Property Records*

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

6. *Close outs*

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

7. Audit & Inspections

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

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

C. Reporting and Payment Procedures

1. Program Income

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

1 **2. *Indirect costs***

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

8 **3. *Payment Procedure***

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

17 **4. *Progress Report***

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

21 **D. Procurement**

23 **1. *Compliance***

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

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

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

- 1 1. Ensure that small businesses, minority-owned companies and women's business
2 enterprises are used to the fullest extent practicable.
- 3 2. Make information on forthcoming opportunities available and arrange time frames for
4 purchases and contracts to encourage and facilitate participation by small businesses,
5 minority-owned companies and women's business enterprises.
- 6 3. Consider in the contract process whether firms competing for larger contracts intend to
7 subcontract with small businesses, minority-owned companies and women's business
8 enterprises.
- 9 4. Encourage contracting with consortiums of small businesses, minority-owned companies
10 and women's business enterprises when a contract is too large for one of these firms to
11 handle individually.
- 12 5. Use the services and assistance, as appropriate, of such organizations as the Small
13 Business Administration and the US Department of Commerce Minority Business
14 Development Agency in the solicitation and utilization of small businesses, minority-
15 owned companies and women's business enterprises.
- 16 e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable
17 contracts, purchase orders, and incentive contracts) shall be determined by the recipient but
18 shall be appropriate for the particular procurement and for promoting the best interest of the
19 program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of
20 construction cost" methods of contracting **shall not be used**.
- 21 f. Contracts shall be made only with responsible contractors who possess the potential ability
22 to perform successfully under the terms and condition of the proposed procurement.
23 Consideration shall be given to such matters as contractor integrity; compliance with public
24 policy, including, where applicable, Section 3 of the Housing and Urban Development Act of
25 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or
26 accessibility to other necessary resources.
- 27 A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-
28 wide exclusions in the System for Award Management (SAM), in accordance with the OMB
29 guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,
30 p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM
31 Exclusions contains the names of parties debarred, suspended, or otherwise excluded by
32 agencies, as well as parties declared negligible under statutory or regulatory authority other
33 than Executive Order 12549.
- 34 g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton
35 County, pre-award review and procurement documents, such as requests for proposals or
36 invitation for bids, independent cost estimates, etc., when any of the following conditions
37 apply:
 - 41 1. A sub-recipient's procurement procedures or operation fails to comply with the
42 procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
 - 43 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at
44 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only
45 one bid or offer is received in response to a solicitation;
 - 46 3. The procurement, which is expected to exceed the small purchase threshold, specifies a
47 "brand name" product.
 - 48 4. The proposed award over the small purchase threshold is to be awarded to other than the
49 apparent low bidder under sealed bid procurement.
 - 50 5. A proposed contract modification changes the scope of a contract or increases the contract
51 amount by more than the amount of the small purchase threshold.
- 52 h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-
53 Federal entity that is a state agency or agency of a political subdivision of a state and its
54 contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by
55 the Resource Conservation and Recovery Act. The requirements of Section 6002 include

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

3. Travel

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

4. Use and Reversion of Assets

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

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

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

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

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

1

2

3 **X. Personnel and Participant Conditions**

4

5 **A. Civil Rights**

6

7 ***1. Compliance***

8 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights
9 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and
10 Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section
11 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age
12 Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended
13 by Executive Order 11375 and 12086.

14

15

16 ***2. Nondiscrimination***

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

26

27

28 ***3. Land Covenants***

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

36

37

38 ***4. Section 504***

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

44

45 ***5. Fair Housing***

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

51

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56 The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing
57 Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further
58 fair housing within its own jurisdiction and support Fulton County's actions to comply with the
59 County's fair housing certification. This provision is required because noncompliance by a unit of
60 general local government included in an urban county may constitute noncompliance by the

1 grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial
2 actions by the Department of Housing and Urban Development.

3 **6. Benefits to Legal Resident Aliens**

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

6 a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among
7 others, alien visitors, tourists, diplomats, and students who enter the United States
8 temporarily with no intention of abandoning their residence in a foreign country;

9

10 b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry
11 provisions of the INA];

12

13 c. an alien who has qualified ... [as a refugee or asylee];

14

15 d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney
16 General's parole authority] ...;

17

18 e. an alien within the United States as to whom the Attorney General has withheld deportation
19 [on the basis of prospective persecution] ...; or

20

21 f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the
22 Immigration and Nationality Act

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

25 **B. Affirmative Action**

26 **1. Approved Plan**

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

33 **2. WBE/MBE**

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

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

42 **3. Access to Records**

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

47 **4. Notifications**

48 The Sub-recipient will send to each labor union or representative of workers with which it has
49 collective bargaining agreement or other contract or understanding, a notice, to be provided by the
50 agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's

1 commitments hereunder, and shall post copies of the notice in conspicuous places available to
2 employees and applicants for employment.
3

4 **5. EEO/AA Statement**

5 The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf
6 of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.
7

8 **6. Subcontract Provisions**

9 The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative
10 Action, in every subcontract or purchase order, specifically or by references, so that such provision
11 will be binding upon each of its own sub-recipients or subcontractors.
12

13 **C. Employment Restriction**

14 **1. Prohibited Activity**

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

19 **2. Labor Standards**

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

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

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

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

40 **a. Compliance**

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

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

1 "The work to be performed under this Agreement is project assisted under a program providing
2 direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of
3 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires
4 that to the greatest extent feasible opportunities for training and employment be given to low
5 and very low income. Residents of the project area and contracts for work in connection with
6 the project be awarded to business concerns that provide economic opportunities for low and
7 very low-income persons residing in the community in which the project is located."

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

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

25 **b. Notifications**

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

31 **c. Subcontracts**

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

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

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

41 **D. Conduct**

42 **1. Assignability**

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

48 **2. Subcontracts**

1 **a. Approvals**

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

5 **b. Monitoring**

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

9 **c. Content**

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

12 **d. Selection Process**

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

17 **3. Hatch Act**

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

21 **4. Conflict of Interest**

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

31 **5. Lobbying**

32 The Sub-recipient hereby certifies that:

- 33 a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any
34 person for influencing or attempting to influence an officer or employee or an agency, a
35 member of Congress, an officer or employee of Congress, or an employee of a member of
36 Congress in connection with the awarding of any Federal contract, the making of any Federal
37 grant, the making of any Federal loan, the entering into of any cooperative agreement, and
38 the extension, continuation, renewal, amendment, or modification of any Federal contract,
39 grant, loan or cooperative agreement.
- 40 b. If any funds other than Federal appropriated funds have been paid or will be paid to any
41 person for influencing or attempting to influence an officer or employee of any agency, a
42 member of Congress, an officer or employee of Congress, or an employee of a Member of
43 Congress in connection with this Federal contract, grant, loan or cooperative agreement, it
44 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in
45 accordance with its instruction.
- 46 c. It will require that the language of paragraph (d) of this certification be included in the award
47 documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts

1 under grants, loans, and cooperative agreements) and that all sub recipients shall certify and
2 disclose accordingly.
3

4 **d. Lobbying Certification**

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

11 **e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award
12 exceeding \$100,000 must file the required certification. Each tier certifies to the tier above
13 that it will not and has not used Federal appropriated funds to pay any person or organization
14 for influencing or attempting to influence an officer or employee of any agency, a member of
15 Congress, officer or employee of Congress, or an employee of a member of Congress in
16 connection with obtaining any Federal contract, grant or any other award covered by 31
17 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes
18 place in connection with obtaining any Federal award. Such disclosures are forwarded from
19 tier to tier up to the non-Federal award.
20

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

22 If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the
23 recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit
24 organization regarding the substitution of parties, assignment or performance of experimental,
25 developmental, or research work under that “funding agreement,” the recipient or sub recipient
26 must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit
27 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative
28 Agreements,” and any implementing regulations issued by the awarding agency.
29

30 **7. Religious Organization**

31 The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious
32 activities, to promote religious interest, or for the benefit of a religious organization is in accordance
33 with the Federal regulations specified in 24 CFR 570.200(j).
34

35 **E. Code of Conduct**

36 The sub-recipient shall maintain written standards of conduct governing the performance of its
37 employees engaged in the award and administration of contracts. No employee, officer, or agent shall
38 participate in the selection, award, or administration of a contract supported by Federal funds if a real
39 or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or
40 agent, any member of his or her immediate family, his or her partner, or an organization which employs
41 or is about to employ any of the parties indicated herein, has a financial or other interest in the company
42 selected for an award.
43

44 The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities,
45 favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-
46 recipients may set standards for situations in which the financial interest is not substantial or the gift is
47 an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to
48 be applied for violations of such standards by officers, employees, or agents of the sub-recipient.
49

50 **XI. ENVIRONMENTAL CONDITIONS**

51 The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that
52 the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR
53 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process
54 under the provisions of 24 CFR.
55

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2
3
A. Air and Water

4
5 The Sub recipient agrees to comply with the following requirements insofar as they apply to the
6 performance of this Agreement:
7

8 1. Clean Air Act, 42 U.S.C., 7401, et seq.
9 2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318
10 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements
11 specified in said Section 114 and Section 308, as all regulations and guidelines issued
12 hereunder.
13 3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended
14

15 **B. Flood Disaster Protection**

16 In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the
17 Sub recipient shall assure that for activities located in an area identified by FEMA as having special
18 flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained
19 a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
20

21 **C. Lead Based Paint**

22 The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance
23 provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR
24 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that
25 all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified
26 that such properties may include lead based paint. Such notifications shall point out the hazards of
27 lead based paint and explain the symptoms, treatment and precautions that should be taken when
28 dealing with lead based paint poisoning and the advisability of blood lead level screening for children
29 under seven. The notice should also point out that if lead based paint is found on the property,
30 abatement measures may be taken.
31

32 **D. Historic Preservation**

33 The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National
34 Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR,
35 Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties,
36 insofar as they apply to the performance of this Agreement.
37

38 In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation
39 and demolition of historic properties that are fifty years old or older that are included on a Federal, State
40 or local historic property list.
41

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

43 The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and
44 the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with
45 funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped
46 people.
47

48 **F.E.O. 12373 – Interagency Review**

49 The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG
50 Program only when funds will be used for the planning or construction (reconstruction or installation) of water
51 or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include
52 water and sewer lines connecting a structure to the lines in the public right-of-way or easement.
53

54 **XII. SEVERABILITY**

55 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected
56 thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
57

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2

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

CITY OF FAIRBURN, GEORGIA

DocuSigned by:

Mario Avery

67F300A97893473...

Mario B. Avery, Mayor
City of Fairburn

ATTEST

DocuSigned by:

Brenda James

8F7330CB61C7480...

Brenda James
City Clerk

DATE: 04/21/2023

SEAL:

DocuSigned by:



FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

DocuSigned by:

Tonya Grier

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Tonya A. Grier, Clerk to the Commission

DATE: 04/21/2023

SEAL:

DocuSigned by:



APPROVED AS TO CONTENT:

DocuSigned by:

Stanley Wilson

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Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

DocuSigned by:

Rory K. Starkey

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Rory K. Starkey, City Attorney

DATE: 04/21/2023

APPROVED AS TO FORM:

DocuSigned by:

David Lowman

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Office of the County Attorney

DATE: 04/21/2023

Fulton County Community Development Block Grant Program
ATTACHMENT A- 2022 Project Description
City of Fairburn – (Golightly Street Pedestrian Improvements Project)

The Golightly Street Pedestrian Improvements Project entails the installation of new sidewalk with a beauty strip (sod) on both sides of Golightly Street in the Lightning Neighborhood. The project also comprises the installation of new ADA handicap ramps, reconstructed driveways to accommodate pedestrian movements, canopy trees, flowering trees, evergreens, and associated streetscape landscaping. In addition, the project will consist of the preparation of sub-grade, saw-cutting and demolition of existing asphalt and concrete, as well as clean up and backfilling. The scope of work for Add Alternate #1 involves the installation of pedestrian lighting. The scope of the work for Add Alternate #2 involves milling, asphalt paving, the installation of decorative traffic-print textured paving crosswalks, manhole adjustments and associated tasks.

The City of Fairburn completed a planning initiative in 2009, with significant public involvement, which identified this type of project as being a priority for the Lightning Neighborhood. This program is the result of the 2009 Livable Centers Initiative (LCI) Study and aligns with the recommendations identified in the short-term strategies for the City as we continue to improve the Lightning District. This completion of this proposed project will aid in satisfying some of the recommendations contained within the aforementioned study.

It is important to note that the Golightly Street Pedestrian Improvements Project also stemmed from recommendations contained in the Lightning Community Strategic Plan, which is the community-based vision for guiding the growth of and change in the Lightning Neighborhood, and a direct result of the Lightning Community Development Study completed in 2019. It is also important to note that the Lightning Community Development Study (\$59,240) was paid for with Fulton County Community Development Block Grant (CDBG) Funds.

The service area of the Fairburn program is approximately 500 homes within the quarter-mile radius of the project limits. Based on our occupancy records,

we anticipate this project will positively impact over 1,000 residents in the area. Job creation is most likely negligible; however, the project will create work for approximately 20 employees, contractors, and suppliers. Because the intent of the project is to complete a construction project and create a fixed asset, no continuing employment will be affected by it.

Target Population: The target population for the public infrastructure improvements project as described above are the residents of Fairburn, particularly those within the Lightning Community. Golightly Street is a local roadway within the residential L/M income Lightning Community. The City currently has 1,038 residents residing in census tract 105.14, of which all are categorized as low/moderate income levels. The stated census tract is within the project activity area.

National Objective: The CDBG national objective being addressed is to provide to low/moderate income persons under area benefit qualified by median income of the target population census tracts. City of Fairburn which has a median income of \$43,886.

Fulton County Community Development Block Grant Program
ATTACHMENT B
2022 Project Implementation Schedule
City of Fairburn – (Golightly Street Pedestrian Improvements Project)

PROJECT ACTIVITY	TASKS	PROJECTED DATE
Request for Proposals from Architects/Engineers/Consultants	Engineering/Community Development	
Selection of A&E/Consultants by City	Engineering/Community Development	05/16/2022
Design Phase by Architect/Engineer	Engineering/Community Development	07/01/2022
Environmental Screening	Engineering/Community Development	08/08/2022
Construction Drawings/Bid Package Preparation	Engineering/Community Development	09/12/2022
Solicitation for sealed bids by the City of Fairburn for Proposal Bids/Offers	Engineering/Community Development	10/12/2022
Costs and Price Analysis (Specification List)	Engineering/Community Development	11/18/2022
City Award of Bid/Offer	Engineering/Community Development	03/15/2023
Letter to Proceed for Contractor	Engineering/Community Development	04/17/2023
Contract Administration	Engineering/Community Development	04/17/2023
Contract Start Date of Project	Engineering/Community Development	04/17/2023
Contract Provisions	Engineering/Community Development	04/17/2023
Project Mid-Status	Engineering/Community Development	08/17/2023
Total Project Completion	Engineering/Community Development	11/17/2023

Fulton County Community Development Block Grant Program
ATTACHMENT C:
2022 PROJECT BUDGET & REIMBURSEMENT SCHEDULE
City of Fairburn – (Golightly Street Pedestrian Improvements Project)

PROPOSED PROJECT BUDGET
Please outline a preliminary project budget in detail

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits) – \$	04/17/23 – 11/17/23	\$311,850	\$671,486.35
Total for Year –	10/17/2023	\$311,850	\$671,486.35

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	May-October Projections	Total Operating Budget
Construction Costs <ul style="list-style-type: none"> ▪ Labor ▪ Equipment/Supplies 	\$311,850	\$311,850
TOTAL EXPENSES		\$311,850

Reimbursement schedule as provided by City of Fairburn for the Department of Community Development CDBG Spend Plan document.

Reimbursement no.1 in the amount of \$80,000.00 will be submitted in May 2023
Reimbursement no.2 in the amount of \$80,000.00 will be submitted in June 2023
Reimbursement no.3 in the amount of \$65,600 will be submitted in July 2023
Reimbursement no.4 in the amount of \$86,250 will be submitted in August 2023.

Fulton County Community Development Block Grant Program
EXHIBIT D:
City of Fairburn – Golightly Street Pedestrian Improvement
Quarterly Performance Report

Municipality: **City of Fairburn**

CDBG Funding Year: **2022**

Project Name: **Golightly Street Pedestrian Improvements**

Administering Department: **City of Fairburn**

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **\$311,850.00**

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

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$ _____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

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

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

FY 2022 INCOME LIMITS SUMMARY As of June 2022 Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190	\$41,910	\$46,630
Very Low Income (31%-50%)	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950	\$59,800	\$63,650
Low Income (51%-80%)	\$40,500	\$46,320	\$52,080	\$57,840	\$62,520	\$67,140	\$71,760	\$76,380
Low -Moderate Income (81%-100%)	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450	\$95,650	\$101,800

FY 2022 Income Limit Category	Jan 1st – March 31st	April 1 st – June 30 th	July 1 st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

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

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

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

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

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

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

Submitted by: _____ Date: _____
 Name _____
 _____ Title: _____
 Signature _____

Approved by: _____ Date: _____
 Name _____
 _____ Title: _____
 Signature _____

Fulton County Community Development Block Grant Program

EXHIBIT D2: Year End Performance Report

Municipality: **City of Fairburn**

CDBG Funding Year: **2022**

Project Name: **Golightly Pedestrian Improvements**

Administering Department: **City of Fairburn**

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: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$ _____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

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

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

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 Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F 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 products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

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

Income Benefit: Complete the following statement.

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

Anticipated Accomplishments: _____

Actual Accomplishment: _____

Total Number of Beneficiaries: _____

Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

Commission District(s) Impacted: _____

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

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

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

Submitted by: _____ **Date:** _____
Name
 _____ **Title:** _____
Signature
Approved by: _____ **Date:** _____
Name
 _____ **Title:** _____
Signature

Exhibit E

Sub-recipient Monitoring Fulton County Community Development Block Grant Sub-recipient Monitoring

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

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

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

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

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

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

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2022

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

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

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

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

The purpose of the County's monitoring efforts is:

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

The monitoring plan for 2023 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

GENERAL POLICY FOR CDBG MONITORING

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

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

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

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

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

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

COMPLIANCE CHECKLISTS

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

SITE VISIT PROCEDURES

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

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

MONITORING RESULTS

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

This letter will generally contain the following information:

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

FOLLOW UP ACTION

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

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

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

RESOLVING MONITORING FINDINGS

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

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

A. GENERAL INFORMATION

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

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity: New activity Quantifiable increase in an existing public service (describe documentation)

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

11.	<p>Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
12.	<p>Describe any relevant training or technical assistance received by the sub-recipient during the past year.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
13.	<p>Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
14.	<p>During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
15.	<p>Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								
16.	<p>If the answer to #14 is "yes", are the sub-recipient's written reports:</p> <table border="1" data-bbox="246 1195 1465 1269"> <tr> <td data-bbox="246 1195 306 1227">a.</td> <td data-bbox="306 1195 1465 1227">Being submitted to the County in a timely manner?</td> <td data-bbox="964 1195 1024 1227"><input type="checkbox"/> Yes</td> <td data-bbox="1024 1195 1085 1227"><input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="246 1227 306 1269">b.</td> <td data-bbox="306 1227 1465 1269">Adequate in terms of the level of detail?</td> <td data-bbox="964 1227 1024 1269"><input type="checkbox"/> Yes</td> <td data-bbox="1024 1227 1085 1269"><input type="checkbox"/> No</td> </tr> </table>	a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
17.	<p>Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
18.	<p>Are the recordkeeping requirements of the CDBG regulations being followed:</p> <table border="1" data-bbox="246 1543 1465 1638"> <tr> <td data-bbox="246 1543 306 1575">a.</td> <td data-bbox="306 1543 1465 1575">Eligibility documentation?</td> <td data-bbox="752 1543 812 1575"><input type="checkbox"/> Yes</td> <td data-bbox="812 1543 873 1575"><input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="246 1575 306 1607">b.</td> <td data-bbox="306 1575 1465 1607">National objective documentation</td> <td data-bbox="752 1575 812 1607"><input type="checkbox"/> Yes</td> <td data-bbox="812 1575 873 1607"><input type="checkbox"/> No</td> </tr> </table>	a.	Eligibility documentation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	b.	National objective documentation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
a.	Eligibility documentation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
b.	National objective documentation	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
19.	<p>Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If so, what is the process for tracking, reporting, and using program income?</p> <hr/> <hr/> <hr/> <hr/>								
	<p>Is the use of program income consistent with the terms of the written agreement?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																		
21.	What sub-recipient staff members have responsibility for administering the project? 																																																																																																		
22.	Is there any evidence of conflict of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																		
NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.																																																																																																			
23.	Are financial records kept in accordance with CDBG administrative requirements?																																																																																																		
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26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
a.	Organizational chart? <input type="checkbox"/> Yes <input type="checkbox"/> No		
b.	Written definition of duties of key employees? <input type="checkbox"/> Yes <input type="checkbox"/> No		
c.	Formal system of authorization and supervision? <input type="checkbox"/> Yes <input type="checkbox"/> No		
d.	Separation of duties? <input type="checkbox"/> Yes <input type="checkbox"/> No		
e.	Staff qualifications for accounting functions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) <input type="checkbox"/> Yes <input type="checkbox"/> No		
g.	Comparison of financial records to actual assets and liabilities performed? <input type="checkbox"/> Yes <input type="checkbox"/> No		

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

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

FULTON COUNTY
CDBG SUB-RECIPIENT MONITORING POLICY
Monitoring Finding / Concerns Clearance Process

Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

Fulton County Community Development Block Grant Program

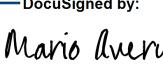
EXHIBIT G: 2 CFR Part 200

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

Uniform Guidance Item		Response
1	Subrecipient Name	City of Fairburn
2	Subrecipient DUNS Number	099631004
3	Federal Award Identification Number (FAIN)	B-22-UC-13-0003
4	Federal Award Date	1/1/2022-9/1/2029
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2022 End Date: 12/31/2024
6	Amount of Federal Funds Obligated by This Action	\$311,850.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$311,850.00
8	Total Amount of the CDBG Federal Award	\$1,382,965.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for the City of Fairburn's Golightly Street Pedestrian Improvements located on Golightly Street, Fairburn.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

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

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

Signature of Authorized Certifying Official DocuSigned by: X  675300A07803473...	Applicant City of Fairburn
Title Mayor	Date 04/21/2023



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



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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants
Federal Award Identification Number: B-22-UC-13-0003

City of Hapeville's DUNS Number: 079378865
Federal Award Date: 1/1/2022-9/1/2029
Total Fulton County CDBG Municipality Agreement: \$65,000.00

THIS AGREEMENT entered this 12th day of April (month) 2023 (year) by and between Fulton County, Georgia (herein called the "Grantee") and the **City of Hapeville** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, August 3,2022 on the Fulton County Board of Commissioners approved the 2022 Annual Action Plan (22-0538) 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) program activities, as prescribed under the Housing and Community Development Act of 1974. On April 12, 2023 the Board of Commissioners approved the Hapeville project via Agenda Item 23-0222.

WHEREAS, the City of Hapeville has been provided CDBG funds by Fulton County **for Public Park Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Hapeville in the amount of **\$65,000.00**, shall be specifically used for improvements to the John R. Lewis Memorial Park located at 488 King Arnold Street, Hapeville Georgia 30354 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; 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:

1
2 **I. SCOPE OF SERVICES**
3

4 **A. Activities**
5

6 The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2022-2024
7 a manner satisfactory to Fulton County and consistent with any standards required as a condition of
8 providing these funds.
9

10 **B. Description of Activities**
11

12 *Improvements to the John R. Lewis Memorial Park located at 488 King Arnold Street, Hapeville Georgia
13 30354.*

14 A copy of the complete scope of work is attached in EXHIBIT A.
15

16 **C. National Objectives**
17

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

20 1. benefit low/moderate income persons
21 2. aid in the prevention or elimination of slums or blight
22 3. meet community development needs having a particular urgency as defined in 24 CFR Part
23 570.208
24

25 **This project meets the National Objectives of the Community Development Block Grant program
26 24 CFR Part 570.208(a)(2)(ii) area benefit.**
27

28 **II. TIME OF PERFORMANCE**
29

30 **Services of the Sub-recipient shall start on the 1st day of January 2022 and shall end on the 31st day
31 of December 2024.**
32

33 **III. BUDGET**
34

35 **The City of Hapeville shall maintain a budget compliant to CDBG program requirements. Reference
36 Exhibit C of the Agreement for Cost Reimbursement Budget.**
37

38 **IV. PAYMENT**
39

40 It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub
41 recipient Agreement shall not exceed **\$65,000.00** and **Expenses for eligible activities shall be retroactive
42 to January 1, 2022.** Drawdowns for the payment of eligible expenses shall be made against the line item
43 budget specified in Paragraph III herein and in accordance with performance.
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5**V. NOTICES**

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

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Lee Sudduth Director, Community Services
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Hapeville 3468 North Fulton Avenue Hapeville, Georgia 30354
Phone:	(404) 612-8077	(404) 669-2120
Email:	Kim.benjamin@fultoncountyga.gov	lsudduth@hapeville.org

6
7
8**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. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2022, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

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VII. GENERAL CONDITIONS25
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27**A. General Compliance**28
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The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

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

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1
2 **C. Hold Harmless**
3

4 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees
5 to release, indemnify, defend and hold harmless the County, its commissioners, officers, and
6 employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without
7 limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether
8 arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury,
9 wrongful death or property damage, arising in any way from the actions or omissions of the Sub-
10 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
11 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
12 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
13 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
14 termination of this Agreement, even if the County terminates the Agreement for its convenience.
15

16 **D. Worker's Compensation**
17

18 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in
19 the performance of this Agreement.
20

21 **E. Insurance and Bonding**
22

23 The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to
24 theft, fraud and /or undue physical damage.
25

26 **F. Grantor Recognition**
27

28 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through
29 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be
30 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the
31 support provided herein in all publications made possible with funds made available under this
32 Agreement.
33

34 **G. Amendments**
35

36 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments
37 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized
38 representative of both organizations, and approved by the Grantee's governing body. Such
39 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient
40 from its obligations under this Agreement.
41

42 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
43 governmental guidelines, policies and available funding amounts, or for other reasons. If such
44 amendments result in a change in the funding, the scope of service, or schedule of the activities to be
45 undertaken as part of this Agreement, such modifications will be incorporated only by written
46 amendment signed by both Grantee and Sub-recipient.
47

48 **H. Suspension or Termination**
49

50 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur
51 if the Sub-recipient materially fails to comply with any term of the award and the award may be
52 terminated for convenience.
53

54 Either party may terminate this Agreement at any time by giving written notice to the other party of such
55 termination and specifying the effective date there of at least 30 days before this effective date of such
 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken

1 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or
2 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material
3 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the
4 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable
5 compensation for any satisfactory work completed on such documents or materials prior to the
6 termination.
7

8 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
9 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
10 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
11 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
12 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
13 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
14 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
15 in compliance.
16

17 **VIII. ADMINISTRATIVE REQUIREMENTS**

18

19 **A. Financial Management**

20

21 **1. Accounting Standards**

22 The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the
23 accounting principles and procedures required therein, utilize adequate internal controls, and
24 maintain necessary source documentation for all costs incurred.
25

26 **2. Internal Controls**

27 The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal
28 controls over the funds awarded herein.
29

30 **3. Cost Principles**

31 The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E,
32 "Cost Principles". These principles shall be applied for all costs incurred whether charged on a
33 direct or indirect basis.
34

35 **B. Documentation and Record-Keeping**

36

1. Records to be maintained

37 The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR
38 Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records
39 shall include but not be limited to:
40

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

51 2. Retention

52 The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement
53 for a period of three (3) years from the date of submission of the final expenditure report for activities
54 funded under this Agreement. Records for non-expendable property acquired with funds under
55

1 this Agreement shall be retained for three (3) years after final disposition of such property. Records
2 for any displaced person must be kept for three (3) years after he/she has received final payment.
3 Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that
4 involve any of the records cited and that have started before the expiration of the three year period,
5 then such record must be retained until completion of the actions and resolution of all issues, or
6 the expiration of the three year period, whichever occurs later.
7

8 **3. Client Data**

9 The Sub-recipient shall maintain client data demonstrating client eligibility for services provided.
10 Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly,
11 head of household, family size, or other basis for determining eligibility, and description of service
12 provided. Such information shall be made available to Grantee monitors or their designees for
13 review upon request.
14

15 **4. Disclosure**

16 The Sub-recipient understands that client information collected under this Agreement is private and
17 the use of disclosure of such information, when not directly connected with the administration of
18 the Grantee's or Sub-recipient's responsibilities with respect to services provided under this
19 Agreement, is prohibited unless written consent is obtained from such person receiving service
20 and, in the case of a minor, that of a responsible parent/guardian.
21

22 **5. Property Records**

23 The Sub-recipient shall maintain real property inventory records, which clearly identify properties
24 purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall
25 conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as
26 applicable.
27

28 **6. Close outs**

29 The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are
30 completed. Activities during this closeout period shall include, but are not limited to making final
31 payments, disposing of program assets (including the return of all unused materials, equipment,
32 unspent cash advances, program income balances, and accounts receivable to the Grantee), and
33 determining the custodianship of records.
34

35 **7. Audit & Inspections**

36 All Sub-recipient records with respect to any matters covered by this Agreement shall be made
37 available to the Grantee, grantor agency, their designees or the Federal Government, at any time
38 during normal business hours, as often as the Grantee or grantor agency deems necessary, to
39 audit, examine, and make excerpts or transcripts of all relevant data.
40

41 Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days
42 after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit
43 requirements will constitute a violation of this Agreement and may result in the withholding of future
44 payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in
45 accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR
46 Part 200 subpart F.
47

48 **C. Reporting and Payment Procedures**

49 **1. Program Income**

50 The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by
51 activities carried out with CDBG funds made available under this Agreement. The use of program
52 income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By
53 way of further limitations, the Sub-recipient may use such income during the Agreement period for
54 activities permitted under this Agreement and shall reduce requests for additional funds by the
55

1 amount of any such program income balance on hand. All unused program income shall be
2 returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances
3 from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
4

5 **2. *Indirect costs***

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

12 **3. *Payment Procedure***

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

21 **4. *Progress Report***

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

25 **D. Procurement**

26 **1. *Compliance***

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

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

33

34 a. Sub-recipients must avoid purchasing unnecessary items

35 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine
36 which would be the most economical and practical procurement for the federal government

37 c. Solicitations for goods and services provide for all of the following:

38 1. A clear and accurate description of the technical requirements for the material, product
39 or service to be procured. In competitive procurements, such a description shall not
40 contain features which unduly restrict competition.

41 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in
42 evaluating bids or proposals.

43 3. A description, whenever practicable, of technical requirements in terms of functions to be
44 performed or performance required, including the range of acceptable characteristics or
45 minimum acceptable standards.

46 4. The specific features of "brand name or equal" descriptions that bidders are required to
47 meet when such items are included in the solicitation.

48 5. The acceptance, to the extent practicable and economically feasible, of products and
49 services dimensioned in the metric system of measurement.

50 6. Preference, to the extent practicable and economically feasible, for products and services
51 that conserve natural resources and protect the environment and are energy efficient.

1

2 d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned

3 companies and women's business enterprises, whenever possible. Recipients of Federal

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

5 1. Ensure that small businesses, minority-owned companies and women's business

6 enterprises are used to the fullest extent practicable.

7 2. Make information on forthcoming opportunities available and arrange time frames for

8 purchases and contracts to encourage and facilitate participation by small businesses,

9 minority-owned companies and women's business enterprises.

10 3. Consider in the contract process whether firms competing for larger contracts intend to

11 subcontract with small businesses, minority-owned companies and women's business

12 enterprises.

13 4. Encourage contracting with consortiums of small businesses, minority-owned companies

14 and women's business enterprises when a contract is too large for one of these firms to

15 handle individually.

16 5. Use the services and assistance, as appropriate, of such organizations as the Small

17 Business Administration and the US Department of Commerce Minority Business

18 Development Agency in the solicitation and utilization of small businesses, minority-

19 owned companies and women's business enterprises.

20

21 e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable

22 contracts, purchase orders, and incentive contracts) shall be determined by the recipient but

23 shall be appropriate for the particular procurement and for promoting the best interest of the

24 program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of

25 construction cost" methods of contracting **shall not be used**.

26 f. Contracts shall be made only with responsible contractors who possess the potential ability

27 to perform successfully under the terms and condition of the proposed procurement.

28 Consideration shall be given to such matters as contractor integrity; compliance with public

29 policy, including, where applicable, Section 3 of the Housing and Urban Development Act of

30 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or

31 accessibility to other necessary resources.

32

33 A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-

34 wide exclusions in the System for Award Management (SAM), in accordance with the OMB

35 guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,

36 p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM

37 Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

38 agencies, as well as parties declared negligible under statutory or regulatory authority other

39 than Executive Order 12549.

40

41 g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton

42 County, pre-award review and procurement documents, such as requests for proposals or

43 invitation for bids, independent cost estimates, etc., when any of the following conditions

44 apply:

45 1. A sub-recipient's procurement procedures or operation fails to comply with the

46 procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.

47 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at

48 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only

49 one bid or offer is received in response to a solicitation;

50 3. The procurement, which is expected to exceed the small purchase threshold, specifies a

51 "brand name" product.

52 4. The proposed award over the small purchase threshold is to be awarded to other than the

53 apparent low bidder under sealed bid procurement.

54 5. A proposed contract modification changes the scope of a contract or increases the contract

55 amount by more than the amount of the small purchase threshold.

56

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

3. Travel

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

4. Use and Reversion of Assets

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

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

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

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

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

1
2 **X. Personnel and Participant Conditions**
3
4

5 **A. Civil Rights**
6
7

8 **1. Compliance**
9

10 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights
11 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and
12 Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section
13 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age
14 Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended
15 by Executive Order 11375 and 12086.
16
17

18 **2. Nondiscrimination**
19

20 The Sub-recipient will not discriminate against any employee or applicant for employment because
21 of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age,
22 marital/familial status with regard to public assistance. The Sub recipient will take affirmative
23 actions to insure that all employment practices are free from such discrimination. Such employment
24 practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment
25 or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and
26 selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous
27 places, available to employees and applicants for employment, notices to be provided by the
28 contracting agency setting forth the provisions of this nondiscrimination clause.
29
30

31 **3. Land Covenants**
32

33 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-
34 352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired,
35 cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause
36 or require a covenant running with the land to be inserted in the deed or lease for such transfer,
37 prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy
38 of such land, or in any improvements erected or to be erected thereon, providing that the Grantee
39 and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-
40 recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take
41 such measures as are necessary to enforce such covenant and will not itself so discriminate.
42
43

44 **4. Section 504**
45

46 The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance
47 with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination
48 against the handicapped in any Federal assisted program. The Grantee shall provide the Sub
49 recipient with any guidelines necessary for compliance with that portion of the regulations in force
50 during the term of this Agreement.
51
52

53 **5. Fair Housing**
54

55 The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42
56 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of
57 Housing and Urban Development requires that grantees administer all programs and activities
58 related to housing and community development in a manner to affirmatively further the policies of
59 the Fair Housing Act.
60
61

62 The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing
63 Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further
64 fair housing within its own jurisdiction and support Fulton County's actions to comply with the
65 County's fair housing certification. This provision is required because noncompliance by a unit of
66 general local government included in an urban county may constitute noncompliance by the
67 grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial
68 actions.
69
70

1 actions by the Department of Housing and Urban Development.
2

3 **6. Benefits to Legal Resident Aliens**

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

6 a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among
7 others, alien visitors, tourists, diplomats, and students who enter the United States
8 temporarily with no intention of abandoning their residence in a foreign country;
9

10 b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry
11 provisions of the INA];
12

13 c. an alien who has qualified ... [as a refugee or asylee];
14

15 d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney
16 General's parole authority] ...;
17

18 e. an alien within the United States as to whom the Attorney General has withheld deportation
19 [on the basis of prospective persecution] ...; or
20

21 f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the
22 Immigration and Nationality Act

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

24 **B. Affirmative Action**

25 **1. Approved Plan**

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

32 **2. WBE/MBE**

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

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

41 **3. Access to Records**

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

46 **4. Notifications**

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

1 employees and applicants for employment.
2

3 **5. EEO/AA Statement**

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

7 **6. Subcontract Provisions**

8 The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative
9 Action, in every subcontract or purchase order, specifically or by references, so that such provision
10 will be binding upon each of its own sub-recipients or subcontractors.
11
12

13 **C. Employment Restriction**
14

15 **1. Prohibited Activity**

16 The Sub-recipient is prohibited from using funds provided herein or personnel employed in the
17 administration of the program for: political activities; sectarian or religious activities; lobbying,
18 political patronage, and nepotism activities.
19

20 **2. Labor Standards**

21 The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance
22 with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety
23 Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC
24 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor
25 standards insofar as those acts apply to the performance of this Agreement. The Sub recipient
26 shall maintain documents which shall be made available to the Grantee for review upon request.
27

28 The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential
29 property containing less than eight (8) units, all contractors engaged under contracts in excess of
30 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance
31 provided under this Agreement, shall comply with Federal requirements adopted by the Grantee
32 pertaining to such contract and with the applicable requirements of the regulations of the
33 Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio
34 apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in
35 all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.
36

37 The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors
38 or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.
39

40 **3. "Section 3" Clause**
41

42 **a. Compliance**

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

52 The Sub-recipient further agrees to comply with these "Section 3" requirements and to include
53 the following language in all subcontracts executed under this Agreement:
54

55 "The work to be performed under this Agreement is project assisted under a program providing

1 direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of
2 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires
3 that to the greatest extent feasible opportunities for training and employment be given to low
4 and very low income. Residents of the project area and contracts for work in connection with
5 the project be awarded to business concerns that provide economic opportunities for low and
6 very low-income persons residing in the community in which the project is located.”
7

8 The Sub-recipient further agrees to ensure that opportunities for training and employment
9 arising in connection with a housing rehabilitation (including reduction and abatement of lead
10 based paint hazards), housing construction, or other public construction projects are given to
11 low and very low income persons residing within the area in which the CDBG funded project is
12 located; where feasible, priority should be given to low and very low income persons within the
13 service area of the project or the neighborhood in which the project is located, and to low and
14 very low income participants in other HUD programs; and award contracts for work undertaken
15 in connection with a housing rehabilitation (including reduction and abatement of lead based
16 paint hazards) housing construction, or other public construction projects are given to business
17 concerns that provide economic opportunities for low and very low income persons residing
18 within the municipality in which the CDBG funded project is located where feasible, priority
19 should be given to business concerns which provide economic opportunities to low and very low
20 income residents within the service area or the neighborhood in which the project is located, and
21 to low and very low income participants in other HUD programs.
22 The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which
23 would prevent compliance with these requirements.

24 **b. Notifications**

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

30 **c. Subcontracts**

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

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

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

42 **D. Conduct**

43 **1. Assignability**

44 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written
45 consent of the Grantee thereto; provided, however, that claims for money due or to become due to
46 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust
47 company, or other financial institution without such approval. Notice of any such assignment or
48 transfer shall be furnished promptly to the Grantee.
49
50
51
52
53
54

1 **2. Subcontracts**

2 **a. Approvals**

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

6 **b. Monitoring**

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

10 **c. Content**

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

13 **d. Selection Process**

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

18 **3. Hatch Act**

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

27 **4. Conflict of Interest**

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

37 **5. Lobbying**

38 The Sub-recipient hereby certifies that:

- 41 a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any
42 person for influencing or attempting to influence an officer or employee or an agency, a
43 member of Congress, an officer or employee of Congress, or an employee of a member of
44 Congress in connection with the awarding of any Federal contract, the making of any Federal
45 grant, the making of any Federal loan, the entering into of any cooperative agreement, and
46 the extension, continuation, renewal, amendment, or modification of any Federal contract,
47 grant, loan or cooperative agreement.
- 48 b. If any funds other than Federal appropriated funds have been paid or will be paid to any
49 person for influencing or attempting to influence an officer or employee of any agency, a
50 member of Congress, an officer or employee of Congress, or an employee of a Member of
51 Congress in connection with this Federal contract, grant, loan or cooperative agreement, it
52 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in
53 accordance with its instruction.

1 c. It will require that the language of paragraph (d) of this certification be included in the award
2 documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts
3 under grants, loans, and cooperative agreements) and that all sub recipients shall certify and
4 disclose accordingly.

5 d. **Lobbying Certification**

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

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

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

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

28 **7. Religious Organization**

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

32 **E. Code of Conduct**

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

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

1 **XI. ENVIRONMENTAL CONDITIONS**

2
3 The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that
4 the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR
5 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process
6 under the provisions of 24 CFR.

7
8 **A. Air and Water**

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

11
12 1. Clean Air Act, 42 U.S.C., 7401, et seq.
13 2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318
14 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements
15 specified in said Section 114 and Section 308, as all regulations and guidelines issued
16 hereunder.
17 3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

18
19 **B. Flood Disaster Protection**

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

24
25 **C. Lead Based Paint**

26 The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance
27 provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR
28 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that
29 all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified
30 that such properties may include lead based paint. Such notifications shall point out the hazards of
31 lead based paint and explain the symptoms, treatment and precautions that should be taken when
32 dealing with lead based paint poisoning and the advisability of blood lead level screening for children
33 under seven. The notice should also point out that if lead based paint is found on the property,
34 abatement measures may be taken.

35
36 **D. Historic Preservation**

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

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

44
45 **E. Architectural Barriers Act of 1968 and Americans with Disabilities Act**

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

50
51 **F.E.O. 12373 – Interagency Review**

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

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XII. SEVERABILITY

5 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected
6 thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
7
8

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF HAPEVILLE, GEORGIA

DocuSigned by:

Mayor Alan Hallman

49FD9F7A041D47F...

Allan Hallman, Mayor
City of Hapeville

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

DocuSigned by:

Sharee Steed

CB0F67671C6274C2...

Sharee Steed
City Clerk

DATE: 04/27/2023



SEAL:

ATTEST

DocuSigned by:

Tonya Grier

EEC476C4937648D...

Tonya R. Grier, Clerk to the Commission

DATE: 04/28/2023

DocuSigned by:

SEAL:



APPROVED AS TO CONTENT:

Stanley Wilson

5E4D76DFB4A0450...

Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

DocuSigned by:

Lajuana C. Ransaw

A1EB9356F536425...

Lajuana C. Ransaw, City Attorney

APPROVED AS TO FORM:

DocuSigned by:

David Lowman

0EC92EDADEFB4B8...

Office of the County Attorney

DATE:

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04/24/2023

DATE:

04/27/2023

Fulton County Community Development Block Grant Program
ATTACHMENT A- 2022 Project Description
City of Hapeville – John R. Lewis Memorial Park Project

This project consists of installing an asphalt multi-purpose walking and bicycle track with markings that will be on the outside perimeter of the playing field. There will also be fencing on the west side of the hill to prevent soccer and footballs from rolling down the hill. This multi-purpose track would allow families to exercise while their friends and family members practice and play soccer and football on this field. There is currently no hard surface walking area on this field.

Fulton County Community Development Block Grant Program
ATTACHMENT B: 2022 Project Implementation Schedule
City of Hapeville – John R. Lewis Memorial Park Project

PROJECT ACTIVITY	TASKS	PROJECTED DATE
Request for Proposals from Architects/Engineers/Consultants¹	Receive proposal for services - (Architect/Engineering Services)	Completed
Selection of A&E/Consultants by City¹	Approve and proceed Services Awarded	Completed
Design Phase by Architect/Engineer¹	Design/Specifications in process	January 2023-February 2023
Environmental Review¹	Specify Completion Date of w/Annual Update	January 2023-February 2023
Construction Drawings & Request for Proposals by Architect/Engineer¹	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	February 2023
Solicitation for sealed bids by the City of Hapeville for Proposal Bids/Offers¹	Invitation for Bid- (Description of the requirements that the bidder/offered must fulfill with other factors to be used in evaluating the bids or proposals submitted).	February 2023
Costs and Price Analysis (Specification List)¹	Perform a cost or price analysis for each procurement activity undertaken with Federal funds to include: A comparison of price quotations submitted, market prices, and similar indicators, together with discounts.	February 2023
City Award of Bid/Offer¹	Renovation/Improvement RECORDS - The City of Hapeville will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offerer selection; Justification for lack of competition when bids or offers are not obtained; and Basis for the award cost or price.	March 2023
Letter to Proceed for Contractor¹	Award Conference	April 2023
Contract Administration¹	The City of Hapeville will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	April 2023-May 2023
Contract Start Date of Project¹	Notice to Proceed	April 2023
Contract Provisions¹	Insurance requirements, bonding requirements, housing location & care of products, etc.	March 2023
Project Mid-Status¹	Renovation/Improvement (clear & accurate description of the technical requirements for the work to be procured by City of Hapeville	April 2023-May 2023
Project Completion¹	Close out documentation, final title documentation/retainage of funds/release of liens.	May 2023

Fulton County Community Development Block Grant Program
ATTACHMENT C:
2022 PROJECT BUDGET & REIMBURSEMENT SCHEDULE
City of Hapeville – John R. Lewis Memorial Park Project

PROPOSED PROJECT BUDGET
Please outline a preliminary project budget in detail

- Project Design and Bid Document Preparation: \$15,000 (General Fund)
- Solicitation of Sealed Bids by the City, City Award of Bid, Notice to Proceed for Contractor: \$5,000 (General Fund)
- Construction: \$65,000 (CDBG Funds)

Reimbursement schedule as provided by City of Hapeville for the Department of Community Development CDBG Spend Plan Document.

Reimbursement No.1 in the amount of \$32,500 to be submitted in May 2023

Reimbursement No. 2 in the amount of \$32,500 to be submitted in June 2023

Fulton County Community Development Block Grant Program
EXHIBIT D:
City of Hapeville – John R. Lewis Memorial Park
Quarterly Performance Report

Municipality: **City of Hapeville**

CDBG Funding Year: **2022**

Project Name: **John R. Lewis Memorial Park**

Administering Department: **City of Hapeville**

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **\$65,000.00**

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

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$ _____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

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

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

FY 2022 INCOME LIMITS SUMMARY As of June 2022 Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190	\$41,910	\$46,630
Very Low Income (31%-50%)	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950	\$59,800	\$63,650
Low Income (51%-80%)	\$40,500	\$46,320	\$52,080	\$57,840	\$62,520	\$67,140	\$71,760	\$76,380
Low -Moderate Income (81%-100%)	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450	\$95,650	\$101,800

FY 2022 Income Limit Category	Jan 1st – March 31st	April 1 st – June 30 th	July 1 st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

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

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

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

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

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

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

Submitted by: _____ Date: _____
 Name _____
 _____ Title: _____
 Signature _____

Approved by: _____ Date: _____
 Name _____
 _____ Title: _____
 Signature _____

Fulton County Community Development Block Grant Program

EXHIBIT D2: Year End Performance Report

Municipality: City of Hapeville

CDBG Funding Year: 2022

Project Name: John R. Lewis Memorial Park

Administering Department: City of Hapeville

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: \$_____

CDBG Amount: \$_____

Contract Amounts: \$_____

CDBG Amount: \$_____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$_____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$_____

CDBG remaining balance: \$_____

Anticipated project completion date: _____

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

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

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 Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F 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: _____

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

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

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

Submitted by: _____ **Date:** _____
Name _____

Signature _____ **Title:** _____

Approved by: _____ **Date:** _____
Name _____

Signature _____ **Title:** _____

Exhibit E

Sub-recipient Monitoring Fulton County Community Development Block Grant Sub-recipient Monitoring

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

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

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

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

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

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

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2022

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

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

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

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

The purpose of the County's monitoring efforts is:

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

The monitoring plan for 2023 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

GENERAL POLICY FOR CDBG MONITORING

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

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

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

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

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

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

COMPLIANCE CHECKLISTS

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

SITE VISIT PROCEDURES

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

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

MONITORING RESULTS

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

This letter will generally contain the following information:

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

FOLLOW UP ACTION

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

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

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

RESOLVING MONITORING FINDINGS

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

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

A. GENERAL INFORMATION

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

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity: New activity Quantifiable increase in an existing public service (describe documentation)

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

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

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

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

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

FULTON COUNTY
CDBG SUB-RECIPIENT MONITORING POLICY
Monitoring Finding / Concerns Clearance Process

Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

Fulton County Community Development Block Grant Program

EXHIBIT G: 2 CFR Part 200

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

Uniform Guidance Item		Response
1	Subrecipient Name	City of Hapeville
2	Subrecipient DUNS Number	079378865
3	Federal Award Identification Number (FAIN)	B-22-UC-13-0003
4	Federal Award Date	1/1/2022-9/1/2029
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2022 End Date: 12/31/2024
6	Amount of Federal Funds Obligated by This Action	\$65,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$65,000.00
8	Total Amount of the CDBG Federal Award	\$1,382,965.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for City of Hapeville's John R. Lewis Memorial Park improvements located at 488 King Arnold Street, Hapeville GA 30354.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

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

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

Signature of Authorized Certifying Official DocuSigned by: X  49FD9F7A041D47F...	Applicant City of Hapeville
Title Mayor	Date 04/26/2023



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



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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-22-UC-13-0003

City of Palmetto's DUNS Number: 021339015

Federal Award Date: 1/1/2022-9/1/2029

Total Fulton County CDBG Municipality Agreement: \$239,425.00

THIS AGREEMENT entered this 12th day of April (month) 2023 (year) by and between Fulton County, Georgia (herein called the "Grantee") and the **City of Palmetto** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on August 3, 2022 the Fulton County Board of Commissioners approved the 2022 Annual Action Plan (22-0538) 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) program activities, as prescribed under the Housing and Community Development Act of 1974. On April 12, 2023, the Board of Commissioners approved the project via Agenda Item 23-0222.

WHEREAS, the City of Palmetto has been provided CDBG funds by Fulton County **for Sewer Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Palmetto in the amount of **\$239,425.00**, shall be specifically used for the improvements of Green Springs and Palmetto Springs Pump Stations located at Green Springs Drive / Palmetto Springs Drive, Palmetto Georgia for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; 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:

1 **I. SCOPE OF SERVICES**

2 **A. Activities**

5 The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2022-2024
6 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of
7 providing these funds.

9 **B. Description of Activities**

11 *Improvements to the Green Springs and Palmetto Springs Pump Stations located at Green Springs
12 Drive / Palmetto Springs Drive, Palmetto, Georgia.*

14 A copy of the complete scope of work is attached in EXHIBIT A.

15 **C. National Objectives**

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

- 19 1. benefit low/moderate income persons
- 20 2. aid in the prevention or elimination of slums or blight
- 21 3. meet community development needs having a particular urgency as defined in 24 CFR Part
22 570.208

24 **This project meets the National Objectives of the Community Development Block Grant program
25 24 CFR Part 570.208(a)(2)(ii) area benefit.**

28 **II. TIME OF PERFORMANCE**

30 **Services of the Sub-recipient shall start on the 1st day of January 2022 and shall end on the 31st day
31 of December 2024.**

33 **III. BUDGET**

35 **The City of Palmetto shall maintain a budget compliant to CDBG program requirements. Reference
36 Exhibit C of the Agreement for Cost Reimbursement Budget.**

38 **IV. PAYMENT**

40 It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub
41 recipient Agreement shall not exceed **\$239,425.00** and **Expenses for eligible activities shall be
42 retroactive to January 1, 2022.** Drawdowns for the payment of eligible expenses shall be made against
43 the line item budget specified in Paragraph III herein and in accordance with performance.

1
2 **V. NOTICES**

3
4 Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

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

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6 **VI. SPECIAL CONDITIONS**

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- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- If applicable, all staff costs covered by this grant, including those retroactive to January 1,2022, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

23
24 **VII. GENERAL CONDITIONS**

25
26 **A. General Compliance**

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

34
35 **B. Independent Contractor**

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

1 **C. Hold Harmless**

2
3 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees
4 to release, indemnify, defend and hold harmless the County, its commissioners, officers, and
5 employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without
6 limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether
7 arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury,
8 wrongful death or property damage, arising in any way from the actions or omissions of the Sub-
9 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
10 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
11 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
12 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
13 termination of this Agreement, even if the County terminates the Agreement for its convenience.

14
15 **D. Worker's Compensation**

16
17 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in
18 the performance of this Agreement.

19
20 **E. Insurance and Bonding**

21
22 The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to
23 theft, fraud and /or undue physical damage.

24
25 **F. Grantor Recognition**

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

31
32 **G. Amendments**

33
34 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments
35 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized
36 representative of both organizations, and approved by the Grantee's governing body. Such
37 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient
38 from its obligations under this Agreement.

39
40 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
41 governmental guidelines, policies and available funding amounts, or for other reasons. If such
42 amendments result in a change in the funding, the scope of service, or schedule of the activities to be
43 undertaken as part of this Agreement, such modifications will be incorporated only by written
44 amendment signed by both Grantee and Sub-recipient.

45
46 **H. Suspension or Termination**

47
48 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur
49 if the Sub-recipient materially fails to comply with any term of the award and the award may be
50 terminated for convenience.

51
52 Either party may terminate this Agreement at any time by giving written notice to the other party of such
53 termination and specifying the effective date there of at least 30 days before this effective date of such
54 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken
55 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or

1 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material
2 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the
3 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable
4 compensation for any satisfactory work completed on such documents or materials prior to the
5 termination.

6
7 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
8 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
9 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
10 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
11 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
12 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
13 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
14 in compliance.

16 **VIII. ADMINISTRATIVE REQUIREMENTS**

17 **A. Financial Management**

20 **1. Accounting Standards**

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

24 **2. Internal Controls**

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

28 **3. Cost Principles**

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

33 **B. Documentation and Record-Keeping**

35 **1. Records to be maintained**

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

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

51 **2. Retention**

52 The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement
53 for a period of three (3) years from the date of submission of the final expenditure report for activities
54 funded under this Agreement. Records for non-expendable property acquired with funds under
55 this Agreement shall be retained for three (3) years after final disposition of such property. Records

1 for any displaced person must be kept for three (3) years after he/she has received final payment.
2 Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that
3 involve any of the records cited and that have started before the expiration of the three year period,
4 then such record must be retained until completion of the actions and resolution of all issues, or
5 the expiration of the three year period, whichever occurs later.
6

7 **3. Client Data**

8 The Sub-recipient shall maintain client data demonstrating client eligibility for services provided.
9 Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly,
10 head of household, family size, or other basis for determining eligibility, and description of service
11 provided. Such information shall be made available to Grantee monitors or their designees for
12 review upon request.
13
14

15 **4. Disclosure**

16 The Sub-recipient understands that client information collected under this Agreement is private and
17 the use of disclosure of such information, when not directly connected with the administration of
18 the Grantee's or Sub-recipient's responsibilities with respect to services provided under this
19 Agreement, is prohibited unless written consent is obtained from such person receiving service
20 and, in the case of a minor, that of a responsible parent/guardian.
21

22 **5. Property Records**

23 The Sub-recipient shall maintain real property inventory records, which clearly identify properties
24 purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall
25 conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as
26 applicable.
27

28 **6. Close outs**

29 The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are
30 completed. Activities during this closeout period shall include, but are not limited to making final
31 payments, disposing of program assets (including the return of all unused materials, equipment,
32 unspent cash advances, program income balances, and accounts receivable to the Grantee), and
33 determining the custodianship of records.
34

35 **7. Audit & Inspections**

36 All Sub-recipient records with respect to any matters covered by this Agreement shall be made
37 available to the Grantee, grantor agency, their designees or the Federal Government, at any time
38 during normal business hours, as often as the Grantee or grantor agency deems necessary, to
39 audit, examine, and make excerpts or transcripts of all relevant data.
40

41 Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days
42 after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit
43 requirements will constitute a violation of this Agreement and may result in the withholding of future
44 payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in
45 accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR
46 Part 200 subpart F.
47

48 **C. Reporting and Payment Procedures**

49 **1. Program Income**

50 The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by
51 activities carried out with CDBG funds made available under this Agreement. The use of program
52 income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By
53 way of further limitations, the Sub-recipient may use such income during the Agreement period for
54 activities permitted under this Agreement and shall reduce requests for additional funds by the
55 amount of any such program income balance on hand. All unused program income shall be
56

1 returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances
2 from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
3

4 **2. *Indirect costs***

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

11 **3. *Payment Procedure***

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

20 **4. *Progress Report***

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

24 **D. Procurement**

25 **1. *Compliance***

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

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

- 35 a. Sub-recipients must avoid purchasing unnecessary items
- 37 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine
38 which would be the most economical and practical procurement for the federal government
- 40 c. Solicitations for goods and services provide for all of the following:
 - 41 1. A clear and accurate description of the technical requirements for the material, product
42 or service to be procured. In competitive procurements, such a description shall not
43 contain features which unduly restrict competition.
 - 44 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in
45 evaluating bids or proposals.
 - 46 3. A description, whenever practicable, of technical requirements in terms of functions to be
47 performed or performance required, including the range of acceptable characteristics or
48 minimum acceptable standards.
 - 49 4. The specific features of "brand name or equal" descriptions that bidders are required to
50 meet when such items are included in the solicitation.
 - 51 5. The acceptance, to the extent practicable and economically feasible, of products and
52 services dimensioned in the metric system of measurement.
 - 53 6. Preference, to the extent practicable and economically feasible, for products and services
54 that conserve natural resources and protect the environment and are energy efficient.

1 d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned
2 companies and women's business enterprises, whenever possible. Recipients of Federal
3 awards shall take all of the following steps to further this goal:
4 1. Ensure that small businesses, minority-owned companies and women's business
5 enterprises are used to the fullest extent practicable.
6 2. Make information on forthcoming opportunities available and arrange time frames for
7 purchases and contracts to encourage and facilitate participation by small businesses,
8 minority-owned companies and women's business enterprises.
9 3. Consider in the contract process whether firms competing for larger contracts intend to
10 subcontract with small businesses, minority-owned companies and women's business
11 enterprises.
12 4. Encourage contracting with consortiums of small businesses, minority-owned companies
13 and women's business enterprises when a contract is too large for one of these firms to
14 handle individually.
15 5. Use the services and assistance, as appropriate, of such organizations as the Small
16 Business Administration and the US Department of Commerce Minority Business
17 Development Agency in the solicitation and utilization of small businesses, minority-
18 owned companies and women's business enterprises.
19

20 e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable
21 contracts, purchase orders, and incentive contracts) shall be determined by the recipient but
22 shall be appropriate for the particular procurement and for promoting the best interest of the
23 program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of
24 construction cost" methods of contracting **shall not be used**.
25

26 f. Contracts shall be made only with responsible contractors who possess the potential ability
27 to perform successfully under the terms and condition of the proposed procurement.
28 Consideration shall be given to such matters as contractor integrity; compliance with public
29 policy, including, where applicable, Section 3 of the Housing and Urban Development Act of
30 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or
31 accessibility to other necessary resources.
32

33 A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-
34 wide exclusions in the System for Award Management (SAM), in accordance with the OMB
35 guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,
36 p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM
37 Exclusions contains the names of parties debarred, suspended, or otherwise excluded by
38 agencies, as well as parties declared negligible under statutory or regulatory authority other
39 than Executive Order 12549.
40

41 g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton
42 County, pre-award review and procurement documents, such as requests for proposals or
43 invitation for bids, independent cost estimates, etc., when any of the following conditions
44 apply:
45 1. A sub-recipient's procurement procedures or operation fails to comply with the
46 procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
47 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at
48 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only
49 one bid or offer is received in response to a solicitation;
50 3. The procurement, which is expected to exceed the small purchase threshold, specifies a
51 "brand name" product.
52 4. The proposed award over the small purchase threshold is to be awarded to other than the
53 apparent low bidder under sealed bid procurement.
54 5. A proposed contract modification changes the scope of a contract or increases the contract
55 amount by more than the amount of the small purchase threshold.
56

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-

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

3. *Travel*

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

4. Use and Reversion of Assets

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

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

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

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

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

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6 **X. Personnel and Participant Conditions**

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A. Civil Rights

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1. Compliance

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

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18

2. Nondiscrimination

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

29

3. Land Covenants

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

39

4. Section 504

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

46

5. Fair Housing

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

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55

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further

1 fair housing within its own jurisdiction and support Fulton County's actions to comply with the
2 County's fair housing certification. This provision is required because noncompliance by a unit of
3 general local government included in an urban county may constitute noncompliance by the
4 grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial
5 actions by the Department of Housing and Urban Development.

6 **6. Benefits to Legal Resident Aliens**

7 Under Section 214, the Secretary of Housing and Urban Development may not make financial
8 assistance available to an alien unless the alien both is a resident of the United States and is:
9

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

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

23 **B. Affirmative Action**

24 **1. Approved Plan**

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

31 **2. WBE/MBE**

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

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

40 **3. Access to Records**

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

45 **4. Notifications**

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

6 **5. EEO/AA Statement**

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

9 **6. Subcontract Provisions**

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

13 **C. Employment Restriction**

14 **1. Prohibited Activity**

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

18 **2. Labor Standards**

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

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

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

35 **3. "Section 3" Clause**

36 **a. Compliance**

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

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

4 "The work to be performed under this Agreement is project assisted under a program providing
5 direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of
6 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires
7 that to the greatest extent feasible opportunities for training and employment be given to low
8 and very low income. Residents of the project area and contracts for work in connection with
9 the project be awarded to business concerns that provide economic opportunities for low and
10 very low-income persons residing in the community in which the project is located."

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

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

28 **b. Notifications**

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

35 **c. Subcontracts**

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

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

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

47 **D. Conduct**

49 **1. Assignability**

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

1
2 **2. Subcontracts**
3

4 **a. Approvals**
5

6 The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the
7 performance of this Agreement without the written consent of the Grantee prior to the execution
of such agreement.
8

9 **b. Monitoring**
10

11 The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract
12 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.
13

14 **c. Content**
15

16 The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included
in and made a part of any subcontract executed in the performance of this Agreement.
17

18 **d. Selection Process**
19

20 The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this
21 Agreement shall be awarded of a fair and open competition basis. Executed copies of all
22 subcontracts shall be forwarded to the Grantee along with documentation concerning the
selection process.
23

24 **3. Hatch Act**
25

26 The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement,
27 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.
28

29 **4. Conflict of Interest**
30

31 The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts
32 of interest, and covenants that it presently has no financial interest and shall not acquire any
33 financial interest, direct or indirect, which would conflict in any manner or degree with the
34 performance of services required under this Agreement. The Sub-recipient further covenants that
35 in the performance of the Agreement no person having such a financial interest shall be employed
36 or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any
37 person who is an employee, agent, consultant, officer, or elected official or appointed official of the
38 Grantee, or of any designated public agencies or sub recipients which are receiving funds under
the CDBG Entitlement program.
39

40 **5. Lobbying**
41

42 The Sub-recipient hereby certifies that:
43

- 44 a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any
45 person for influencing or attempting to influence an officer or employee or an agency, a
46 member of Congress, an officer or employee of Congress, or an employee of a member of
47 Congress in connection with the awarding of any Federal contract, the making of any Federal
48 grant, the making of any Federal loan, the entering into of any cooperative agreement, and
49 the extension, continuation, renewal, amendment, or modification of any Federal contract,
50 grant, loan or cooperative agreement.
- 51 b. If any funds other than Federal appropriated funds have been paid or will be paid to any
52 person for influencing or attempting to influence an officer or employee of any agency, a
53 member of Congress, an officer or employee of Congress, or an employee of a Member of
54 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.

1
2 c. It will require that the language of paragraph (d) of this certification be included in the award
3 documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts
4 under grants, loans, and cooperative agreements) and that all sub recipients shall certify and
5 disclose accordingly.

6
7 d. **Lobbying Certification**

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

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

23
24 **6. Rights to Inventions Made under Contract or Agreement**

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

32
33 **7. Religious Organization**

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

37
38 **E. Code of Conduct**

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

46
47 The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities,
48 favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-
49 recipients may set standards for situations in which the financial interest is not substantial or the gift is
50 an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to
51 be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

52
53 **XI. ENVIRONMENTAL CONDITIONS**

54 The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that

1 the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR
2 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process
3 under the provisions of 24 CFR.

4

5 **A. Air and Water**

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

8

9

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

16

17 **B. Flood Disaster Protection**

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

22

23 **C. Lead Based Paint**

24 The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance
25 provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR
26 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that
27 all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified
28 that such properties may include lead based paint. Such notifications shall point out the hazards of
29 lead based paint and explain the symptoms, treatment and precautions that should be taken when
30 dealing with lead based paint poisoning and the advisability of blood lead level screening for children
31 under seven. The notice should also point out that if lead based paint is found on the property,
32 abatement measures may be taken.

33

34 **D. Historic Preservation**

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

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

42

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

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

48

49 **F.E.O. 12373 – Interagency Review**

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

1 **XII. SEVERABILITY**
2

3 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected
4 thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
5

6 ***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

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

CITY OF PALMETTO, GEORGIA

DocuSigned by:

Mayor J. Clark Boddie

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J. Clark Boddie, Mayor
City of Palmetto

ATTEST

DocuSigned by:

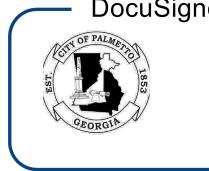
Cynthia Hanson

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Cynthia Hanson
City Clerk

DATE: 05/02/2023

SEAL:



DocuSigned by:

APPROVED AS TO FORM:

DocuSigned by:

Dennis Davenport

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Dennis Davenport, Attorney
City of Palmetto

DATE: 05/02/2023

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

DocuSigned by:

Tonya Grier

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Tonya R. Grier, Clerk to the Commission

DATE: 05/04/2023

SEAL:



DocuSigned by:

APPROVED AS TO CONTENT:

DocuSigned by:

Stanley Wilson

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Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

DocuSigned by:

David Lowman

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Office of the County Attorney

DATE: 05/02/2023

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5 **Fulton County Community Development Block Grant Program**
6 **ATTACHMENT A- 2022 Project Description**

7 **City of Palmetto– Green Springs and Palmetto Springs Pump Station**

8
9 *The design installation and start up procedures for the installation of structural,*
10 *mechanical, electrical and processes required for the Green Springs and Palmetto. It will*
11 *also include demolition and abandonment of existing pump station components will include*
12 *the installation of the new force main to connect to the existing force main. This will allow*
13 *the expansion of housing development within the Green Springs and Palmetto Springs*
14 *basin areas which will provide additional housing opportunities for the City of Palmetto.*
15 *The \$311,850 will cover a large portion of procurement, equipment purchase and/*
16 *installation of the new pump station.*

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Fulton County Community Development Block Grant Program
ATTACHMENT B: 2022 Project Implementation Schedule
City of Palmetto– Green Springs and Palmetto

PROJECT ACTIVITY	TASKS	PROJECTED DATE
Request for Proposals from Architects/Engineers/Consultants ¹		
Selection of A&E/Consultants by City ¹		
Design Phase by Architect/Engineer ¹		
Environmental Review ¹		
Construction Drawings & Request for Proposals by Architect/Engineer ¹		
Solicitation for sealed bids by the City of Palmetto for Proposal Bids/Offers ¹		June 2023
Costs and Price Analysis (Specification List) ¹		July 2023
City Award of Bid/Offer ¹		August 2023
Letter to Proceed for Contractor ¹		August 2023
Contract Administration ¹		August 2023
Contract Start Date of Project ¹		September 2023
Contract Provisions ¹		
Project Mid-Status ¹		February 2024
Total Project Completion for entire project		September 2024

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4 **Fulton County Community Development Block Grant Program**5 **ATTACHMENT C:**6 **2022 PROJECT BUDGET & REIMBURSEMENT SCHEDULE**7 **City of Palmetto – Green Springs and Palmetto Springs Pump Station**

PROJECT EXPENSES	DATE	CDBG	CITY
Purchase of Project Equipment \$	07/1/23 – 9/30/23	\$239,425.00	\$
Total for Year –	09/17/2023	\$239,425.00	\$

12 **REIMBURSEMENT EXPENDITURE SCHEDULE**
13
14

Municipality Expenses	July-September Projections	Total Operating Budget
Construction Costs <ul style="list-style-type: none"> ▪ Labor ▪ Equipment/Supplies 	\$239,425	\$239,425
TOTAL EXPENSES		\$239,425

15
16
17 **Reimbursement schedule as provided by City of Palmetto for the Department of Community**
18 **Development CDBG Spend Plan Document.**19 **Reimbursement No.1 in the amount of \$79,808 to be submitted in**
20 **July.**21 **Reimbursement No.2 in the amount of \$79,808 to be submitted in**
22 **August.**23 **Reimbursement No.3 in the amount of \$79,809 to be submitted in**
24 **September.**

Fulton County Community Development Block Grant Program
EXHIBIT D:
City of Palmetto – Green Springs and Palmetto Springs Pump Station
Quarterly Performance Report

Municipality: **City of Palmetto**

CDBG Funding Year: **2022**

Project Name: **Green Springs and Palmetto Springs Pump Station Upgrades**

Administering Department: **City of Palmetto**

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **\$239,425.00**

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

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$ _____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

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

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

FY 2022 INCOME LIMITS SUMMARY As of June 2022 Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190	\$41,910	\$46,630
Very Low Income (31%-50%)	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950	\$59,800	\$63,650
Low Income (51%-80%)	\$40,500	\$46,320	\$52,080	\$57,840	\$62,520	\$67,140	\$71,760	\$76,380
Low -Moderate Income (81%-100%)	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450	\$95,650	\$101,800

FY 2022 Income Limit Category	Jan 1st – March 31st	April 1 st – June 30 th	July 1 st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

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

American Indian or Alaska Native & White						
Asian						
Asian and White						
Black or African American						
Black or African American & White						
Native Hawaiian or Other Pacific Islander						
Other Multi Racial						
White						
TOTAL						

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

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

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

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

Submitted by: _____ **Date:** _____
Name _____

_____ **Title:** _____
Signature _____

Approved by: _____ **Date:** _____
Name _____

_____ **Title:** _____
Signature _____

Fulton County Community Development Block Grant Program

EXHIBIT D2: Year End Performance Report

Municipality: **City of Palmetto**

CDBG Funding Year: **2022**

Project Name: **Green Springs and Palmetto Springs Pump Station Upgrades**

Administering Department: **City of Palmetto**

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: \$_____

CDBG Amount: \$_____

Contract Amounts: \$_____

CDBG Amount: \$_____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$_____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$_____

CDBG remaining balance: \$_____

Anticipated project completion date: _____

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

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

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

2 = Section 202/811	B = Operation C = Modernization	6 = HOME State/Administered 7 = CDBG Entitlement	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: _____

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

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

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

Submitted by: _____ **Date:** _____
Name
 _____ **Title:** _____
Signature
Approved by: _____ **Date:** _____
Name
 _____ **Title:** _____
Signature

Exhibit E

Sub-recipient Monitoring Fulton County Community Development Block Grant Sub-recipient Monitoring

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

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

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

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

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

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

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2022

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

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

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

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

The purpose of the County's monitoring efforts is:

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

The monitoring plan for 2023 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

GENERAL POLICY FOR CDBG MONITORING

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

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

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

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

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

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

COMPLIANCE CHECKLISTS

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

SITE VISIT PROCEDURES

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

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

MONITORING RESULTS

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

This letter will generally contain the following information:

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

FOLLOW UP ACTION

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

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

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

RESOLVING MONITORING FINDINGS

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

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

A. GENERAL INFORMATION

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

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity: New activity Quantifiable increase in an existing public service (describe documentation)

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

11.	<p>Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
12.	<p>Describe any relevant training or technical assistance received by the sub-recipient during the past year.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
13.	<p>Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
14.	<p>During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
15.	<p>Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								
16.	<p>If the answer to #14 is "yes", are the sub-recipient's written reports:</p> <table border="1" data-bbox="246 1199 1462 1269"> <tr> <td data-bbox="246 1199 306 1231">a.</td> <td data-bbox="306 1199 1462 1231">Being submitted to the County in a timely manner?</td> <td data-bbox="964 1199 1008 1231"><input type="checkbox"/> Yes</td> <td data-bbox="1008 1199 1052 1231"><input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="246 1231 306 1269">b.</td> <td data-bbox="306 1231 1462 1269">Adequate in terms of the level of detail?</td> <td data-bbox="964 1231 1008 1269"><input type="checkbox"/> Yes</td> <td data-bbox="1008 1231 1052 1269"><input type="checkbox"/> No</td> </tr> </table>	a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
17.	<p>Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
18.	<p>Are the recordkeeping requirements of the CDBG regulations being followed:</p> <table border="1" data-bbox="246 1543 1462 1634"> <tr> <td data-bbox="246 1543 306 1575">a.</td> <td data-bbox="306 1543 1462 1575">Eligibility documentation?</td> <td data-bbox="747 1543 791 1575"><input type="checkbox"/> Yes</td> <td data-bbox="791 1543 835 1575"><input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="246 1575 306 1613">b.</td> <td data-bbox="306 1575 1462 1613">National objective documentation</td> <td data-bbox="747 1575 791 1613"><input type="checkbox"/> Yes</td> <td data-bbox="791 1575 835 1613"><input type="checkbox"/> No</td> </tr> </table>	a.	Eligibility documentation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	b.	National objective documentation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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b.	National objective documentation	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
19.	<p>Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If so, what is the process for tracking, reporting, and using program income?</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p>Is the use of program income consistent with the terms of the written agreement?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								

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

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

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

FULTON COUNTY
CDBG SUB-RECIPIENT MONITORING POLICY
Monitoring Finding / Concerns Clearance Process

Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

Fulton County Community Development Block Grant Program

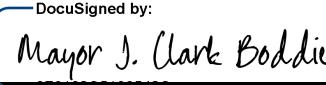
EXHIBIT G: 2 CFR Part 200

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

Uniform Guidance Item		Response
1	Subrecipient Name	City of Palmetto
2	Subrecipient DUNS Number	021339015
3	Federal Award Identification Number (FAIN)	B-22-UC-13-0003
4	Federal Award Date	1/1/2022-9/1/2029
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2022 End Date: 12/31/2024
6	Amount of Federal Funds Obligated by This Action	\$239,425.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$239,425.00
8	Total Amount of the CDBG Federal Award	\$1,382.965.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for City of Palmetto's Green Springs and Palmetto Springs Pump Stations located at Green Springs Drive / Palmetto Springs Drive, Palmetto Georgia.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

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

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

Signature of Authorized Certifying Official DocuSigned by:  X Mayor J. Clark Boddie 6F6T02C5166542C...		Applicant City of Palmetto
Title Mayor		Date 05/02/2023



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



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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-22-UC-13-0003

City of East Point DUNS Number: 073425514
Federal Award Date: 1/1/2022-9/1/2029
Total Fulton County CDBG Municipality Agreement: \$170,000.00

THIS AGREEMENT entered this 12th day of April (month) 2023 (year) by and between Fulton County, Georgia (herein called the "Grantee") and the **City of East Point** (called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on August 3, 2022 the Fulton County Board of Commissioners approved the 2022 Annual Action Plan (22-0538) 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) program activities, as prescribed under the Housing and Community Development Act of 1974. On April 12, 2023, the Board of Commissioners approved the project via Agenda Item 23-0222.

WHEREAS, the City of East Point has been provided CDBG funds by Fulton County **for Public Park Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of East Point in the amount of **\$170,000.00**, shall be specifically used for the improvements of Bryan Park located at 1467 Bryan Avenue, East Point, Georgia 30344 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; 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:

1 **I. SCOPE OF SERVICES**

2 **A. Activities**

5 The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2022-2024
6 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of
7 providing these funds.

9 **B. Description of Activities**

10 *Improvements to the Bryan Park located at 1467 Bryan Avenue, East Point Georgia 30344.*

13 A copy of the complete scope of work is attached in EXHIBIT A.

14 **C. National Objectives**

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

- 18 1. benefit low/moderate income persons
- 19 2. aid in the prevention or elimination of slums or blight
- 20 3. meet community development needs having a particular urgency as defined in 24 CFR Part
21 570.208

23 **This project meets the National Objectives of the Community Development Block Grant program
24 24 CFR Part 570.208(a)(2)(ii) area benefit.**

27 **II. TIME OF PERFORMANCE**

29 **Services of the Sub-recipient shall start on the 1st day of January 2022 and shall end on the 31st day
30 of December 2024.**

32 **III. BUDGET**

34 **The City of East Point shall maintain a budget compliant to CDBG program requirements. Reference
35 Exhibit C of the Agreement for Cost Reimbursement Budget.**

37 **IV. PAYMENT**

39 It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub
40 recipient Agreement shall not exceed **\$170,000.00** and **Expenses for eligible activities shall be
41 retroactive to January 1, 2022.** Drawdowns for the payment of eligible expenses shall be made against
42 the line item budget specified in Paragraph III herein and in accordance with performance.

1 **V. NOTICES**

2

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

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

4 **VI. SPECIAL CONDITIONS**

5

- 6 • A complete description of the procurement process must be provided for any items purchased with
7 these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR
8 Part 200. All other items must be competitively procured.
- 9 • All staff costs covered by this grant, including those retroactive to January 1, 2022, must be fully
10 documented (separately from regular CDBG staff costs) and timesheets provided for each staff
11 position covered. Beneficiaries from this time period must also be reported.
- 12 • Funds being used retroactively cannot be used to pay for building renovations and other projects
13 that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To,
14 "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- 15 • Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare
16 crisis in the community, the need must have arisen within 18 months, and the sub-recipient must
17 demonstrate and certify there are no other funds available to address the need.
- 18 • All Federal Cross-Cutting requirements apply including Financial Management and Procurement,
19 Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and
20 Non-Discrimination
- 21

22 **VII. GENERAL CONDITIONS**

23

24 **A. General Compliance**

25

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

32

33 **B. Independent Contractor**

34

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

41

42 **C. Hold Harmless**

43

44 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees
45 to release, indemnify, defend and hold harmless the County, its commissioners, officers, and
46 employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without

47

1 limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether
2 arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury,
3 wrongful death or property damage, arising in any way from the actions or omissions of the Sub-
4 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
5 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
6 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
7 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
8 termination of this Agreement, even if the County terminates the Agreement for its convenience.
9

10 **D. Worker's Compensation**

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

13 **E. Insurance and Bonding**

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

16 **F. Grantor Recognition**

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

22 **G. Amendments**

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

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

33 **H. Suspension or Termination**

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

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

1
2 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
3 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
4 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
5 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
6 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
7 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
8 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
9 in compliance.

10
11 **VIII. ADMINISTRATIVE REQUIREMENTS**

12
13 **A. Financial Management**

14
15 ***1. Accounting Standards***

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

19
20 ***2. Internal Controls***

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

23
24 ***3. Cost Principles***

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

28
29 **B. Documentation and Record-Keeping**

30
31 ***1. Records to be maintained***

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

35

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of
36 the CDBG program
- ❖ Records required to determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale
37 property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components
38 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

39
40 ***2. Retention***

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

**1
2 3. Client Data**

3
4 5 6 7 The Sub-recipient shall maintain client data demonstrating client eligibility for services provided.
5 6 7 Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly,
6 7 head of household, family size, or other basis for determining eligibility, and description of service
7 head of household, family size, or other basis for determining eligibility, and description of service
8 9 provided. Such information shall be made available to Grantee monitors or their designees for
9 provided. Such information shall be made available to Grantee monitors or their designees for
10 review upon request.

10 11 4. Disclosure

11 12 13 14 15 The Sub-recipient understands that client information collected under this Agreement is private and
12 13 14 15 the use of disclosure of such information, when not directly connected with the administration of
13 14 15 the Grantee's or Sub-recipient's responsibilities with respect to services provided under this
14 15 Agreement, is prohibited unless written consent is obtained from such person receiving service
15 and, in the case of a minor, that of a responsible parent/guardian.

16 17 5. Property Records

17 18 19 20 21 The Sub-recipient shall maintain real property inventory records, which clearly identify properties
18 19 20 21 purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall
19 20 21 conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as
20 21 applicable.

22 23 6. Close outs

22 23 24 25 26 27 28 The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are
23 24 25 26 27 28 completed. Activities during this closeout period shall include, but are not limited to making final
24 25 26 27 28 payments, disposing of program assets (including the return of all unused materials, equipment,
25 26 27 28 unspent cash advances, program income balances, and accounts receivable to the Grantee), and
26 27 28 determining the custodianship of records.

30 31 7. Audit & Inspections

30 31 32 33 34 All Sub-recipient records with respect to any matters covered by this Agreement shall be made
31 32 33 34 available to the Grantee, grantor agency, their designees or the Federal Government, at any time
32 33 34 during normal business hours, as often as the Grantee or grantor agency deems necessary, to
33 34 audit, examine, and make excerpts or transcripts of all relevant data.

36 37 38 39 40 41 Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days
37 38 39 40 41 after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit
38 39 40 41 requirements will constitute a violation of this Agreement and may result in the withholding of future
39 40 41 payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in
40 41 accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR
41 42 Part 200 subpart F.

43 C. Reporting and Payment Procedures**44 45 1. Program Income**

44 45 46 47 48 49 50 51 52 53 The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by
45 46 47 48 49 50 51 52 53 activities carried out with CDBG funds made available under this Agreement. The use of program
46 47 48 49 50 51 52 53 income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By
47 48 49 50 51 52 53 way of further limitations, the Sub-recipient may use such income during the Agreement period for
48 49 50 51 52 53 activities permitted under this Agreement and shall reduce requests for additional funds by the
49 50 51 52 53 amount of any such program income balance on hand. All unused program income shall be
50 51 52 53 returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances
51 52 53 from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

54 55 2. Indirect costs

55 56 If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for

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

6 **3. Payment Procedure**

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

15 **4. Progress Report**

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

19 **D. Procurement**

21 **1. Compliance**

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

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

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

- 1 2. Make information on forthcoming opportunities available and arrange time frames for
2 purchases and contracts to encourage and facilitate participation by small businesses,
3 minority-owned companies and women's business enterprises.
- 4 3. Consider in the contract process whether firms competing for larger contracts intend to
5 subcontract with small businesses, minority-owned companies and women's business
6 enterprises.
- 7 4. Encourage contracting with consortiums of small businesses, minority-owned companies
8 and women's business enterprises when a contract is too large for one of these firms to
9 handle individually.
- 10 5. Use the services and assistance, as appropriate, of such organizations as the Small
11 Business Administration and the US Department of Commerce Minority Business
12 Development Agency in the solicitation and utilization of small businesses, minority-
13 owned companies and women's business enterprises.
- 14 e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable
15 contracts, purchase orders, and incentive contracts) shall be determined by the recipient but
16 shall be appropriate for the particular procurement and for promoting the best interest of the
17 program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of
18 construction cost" methods of contracting **shall not be used**.
- 19 f. Contracts shall be made only with responsible contractors who possess the potential ability
20 to perform successfully under the terms and condition of the proposed procurement.
21 Consideration shall be given to such matters as contractor integrity; compliance with public
22 policy, including, where applicable, Section 3 of the Housing and Urban Development Act of
23 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or
24 accessibility to other necessary resources.
- 25 A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-
26 wide exclusions in the System for Award Management (SAM), in accordance with the OMB
27 guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,
28 p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM
29 Exclusions contains the names of parties debarred, suspended, or otherwise excluded by
30 agencies, as well as parties declared negligible under statutory or regulatory authority other
31 than Executive Order 12549.
- 32 g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton
33 County, pre-award review and procurement documents, such as requests for proposals or
34 invitation for bids, independent cost estimates, etc., when any of the following conditions
35 apply:
 - 36 1. A sub-recipient's procurement procedures or operation fails to comply with the
37 procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
 - 38 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at
39 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only
40 one bid or offer is received in response to a solicitation;
 - 41 3. The procurement, which is expected to exceed the small purchase threshold, specifies a
42 "brand name" product.
 - 43 4. The proposed award over the small purchase threshold is to be awarded to other than the
44 apparent low bidder under sealed bid procurement.
 - 45 5. A proposed contract modification changes the scope of a contract or increases the contract
46 amount by more than the amount of the small purchase threshold.
- 47 h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-
48 Federal entity that is a state agency or agency of a political subdivision of a state and its
49 contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by
50 the Resource Conservation and Recovery Act. The requirements of Section 6002 include
51 procuring only items designated in guidelines of the Environmental Protection Agency (EPA)
52 at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

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

6
7 **3. Travel**

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

10
11 **4. Use and Reversion of Assets**

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

15
16 a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts
17 receivable attributable to the use of funds under this Agreement at the time of expiration,
18 cancellation or termination.

19 b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in
20 part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the
21 CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of
22 this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-
23 recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National
24 Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount
25 equal to the current fair market value of the property less any portion of the value attributable
26 to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such
27 payment shall constitute program income to the Grantee. The Sub-recipient may retain real
28 property acquired or improved under this Agreement after the expiration of the five-year
29 period, or such longer time as the Grantee deems appropriate.

30
31 c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement
32 is sold, the proceeds shall be program income (prorated to reflect the extent to which funds
33 received under this Agreement were used to acquire the equipment). Equipment not needed
34 by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee
35 for the CDBG program or (b) retained after compensating the Grantee (an amount equal to
36 the current fair market value of the equipment less the percentage of non-CDBG funds used
37 to acquire the equipment).

38
39 **IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement**

40
41 The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property
42 Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and
43 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement
44 and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d)
45 governing optional relocation policies.

46
47 The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit
48 organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or
49 conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee
50 ordinances, resolutions and policies concerning the displacement of persons from their residences.

1 **X. Personnel and Participant Conditions**

2 **A. Civil Rights**

3 **1. Compliance**

4 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights
5 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and
6 Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section
7 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age
8 Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended
9 by Executive Order 11375 and 12086.

10 **2. Nondiscrimination**

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

20 **3. Land Covenants**

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

30 **4. Section 504**

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

36 **5. Fair Housing**

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

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

1 **6. Benefits to Legal Resident Aliens**

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

4

5 a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among
6 others, alien visitors, tourists, diplomats, and students who enter the United States
7 temporarily with no intention of abandoning their residence in a foreign country;

8

9 b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry
10 provisions of the INA];

11

12 c. an alien who has qualified ... [as a refugee or asylee];

13

14 d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney
15 General's parole authority] ...;

16

17 e. an alien within the United States as to whom the Attorney General has withheld deportation
18 [on the basis of prospective persecution] ...; or

19

20 f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the
21 Immigration and Nationality Act

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

23 **B. Affirmative Action**

24 **1. Approved Plan**

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

31 **2. WBE/MBE**

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

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

40 **3. Access to Records**

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

45 **4. Notifications**

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

1
2 **5. EEO/AA Statement**

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

5
6 **6. Subcontract Provisions**

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

10
11 **C. Employment Restriction**

12
13 **1. Prohibited Activity**

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

18
19 **2. Labor Standards**

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

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

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

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

41
42 **a. Compliance**

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

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

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

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

6
7 The Sub-recipient further agrees to ensure that opportunities for training and employment
8 arising in connection with a housing rehabilitation (including reduction and abatement of lead
9 based paint hazards), housing construction, or other public construction projects are given to
10 low and very low income persons residing within the area in which the CDBG funded project is
11 located; where feasible, priority should be given to low and very low income persons within the
12 service area of the project or the neighborhood in which the project is located, and to low and
13 very low income participants in other HUD programs; and award contracts for work undertaken
14 in connection with a housing rehabilitation (including reduction and abatement of lead based
15 paint hazards) housing construction, or other public construction projects are given to business
16 concerns that provide economic opportunities for low and very low income persons residing
17 within the municipality in which the CDBG funded project is located where feasible, priority
18 should be given to business concerns which provide economic opportunities to low and very low
19 income residents within the service area or the neighborhood in which the project is located, and
20 to low and very low income participants in other HUD programs.

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

23 **b. Notifications**

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

29 **c. Subcontracts**

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

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

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

39 **D. Conduct**

40 **1. Assignability**

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

46 **2. Subcontracts**

47 **a. Approvals**

48 The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the

1 performance of this Agreement without the written consent of the Grantee prior to the execution
2 of such agreement.
3

4 **b. Monitoring**

5 The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract
6 compliance. Results of monitoring efforts shall be summarized in written reports and supported
7 with documented evidence of follow-up actions taken to correct areas of noncompliance.
8

9 **c. Content**

10 The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included
11 in and made a part of any subcontract executed in the performance of this Agreement.
12

13 **d. Selection Process**

14 The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this
15 Agreement shall be awarded of a fair and open competition basis. Executed copies of all
16 subcontracts shall be forwarded to the Grantee along with documentation concerning the
17 selection process.
18

19 **3. Hatch Act**

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

23 **4. Conflict of Interest**

24 The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts
25 of interest, and covenants that it presently has no financial interest and shall not acquire any
26 financial interest, direct or indirect, which would conflict in any manner or degree with the
27 performance of services required under this Agreement. The Sub-recipient further covenants that
28 in the performance of the Agreement no person having such a financial interest shall be employed
29 or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any
30 person who is an employee, agent, consultant, officer, or elected official or appointed official of the
31 Grantee, or of any designated public agencies or sub recipients which are receiving funds under
32 the CDBG Entitlement program.
33

34 **5. Lobbying**

35 The Sub-recipient hereby certifies that:

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

1
2 d. **Lobbying Certification**

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

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

18
19 **6. Rights to Inventions Made under Contract or Agreement**

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

27
28 **7. Religious Organization**

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

32
33 **E. Code of Conduct**

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

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

48
49 **XI. ENVIRONMENTAL CONDITIONS**

50
51 The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that
52 the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR
53 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process
54 under the provisions of 24 CFR.

1
2 **A. Air and Water**

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

5
6 1. Clean Air Act, 42 U.S.C., 7401, et seq.
7 2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318
8 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements
9 specified in said Section 114 and Section 308, as all regulations and guidelines issued
10 hereunder.
11 3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

12
13 **B. Flood Disaster Protection**

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

18
19 **C. Lead Based Paint**

20 The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance
21 provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR
22 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that
23 all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified
24 that such properties may include lead based paint. Such notifications shall point out the hazards of
25 lead based paint and explain the symptoms, treatment and precautions that should be taken when
26 dealing with lead based paint poisoning and the advisability of blood lead level screening for children
27 under seven. The notice should also point out that if lead based paint is found on the property,
28 abatement measures may be taken.

29
30 **D. Historic Preservation**

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

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

38
39 **E. Architectural Barriers Act of 1968 and Americans with Disabilities Act**

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

44
45 **F.E.O. 12373 – Interagency Review**

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

1 **XII. SEVERABILITY**
2

3 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected
4 thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
5

6 ***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

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

CITY OF EAST POINT, GEORGIA

DocuSigned by:



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Deana Holiday Ingraham, Mayor
City of East Point

FULTON COUNTY, GEORGIA

DocuSigned by:



14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

DocuSigned by:



BA7418BBF5FB4C9...

Keshia McCullough
City Clerk

DATE: 05/23/2023

SEAL:

DS



ATTEST

DocuSigned by:



EEC476C4837648D...

Tonya R. Grier, Clerk to the Commission

DATE: 05/24/2023

DocuSigned by:



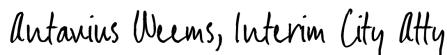
APPROVED AS TO CONTENT:

DocuSigned by:
Stanley Wilson

Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

DocuSigned by:

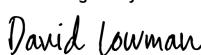


Antavius Weems, Interim City Attorney

DATE: 05/22/2023

APPROVED AS TO FORM:

DocuSigned by:



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Office of the County Attorney

DATE: 05/23/2023

Fulton County Community Development Block Grant Program
ATTACHMENT A- 2022 Project Description
City of East Point: Bryan Park

Please complete this section and describe the project in its entirety.

Bryan Park is nestled on the backside of Tri-Cities High School. This park is the home of various volleyball lovers and heavily used by community residents. Design improvements will include a new playground, a seat wall at the playground extents, two volleyball courts, a plaza area with a prefabricated pavilion, new sidewalk connections, site furnishings and landscaping along the street frontages and inside yard buffer areas. These renovations will enhance the space for the community to take full advantage of. Bryan Park will continue to be a staple in the community in which it is housed. Currently, this park is mainly used for volleyball, playground and the cities walking path connection. The City of East Point's Parks & Recreation Department will use funds to redevelop and enhance the park space. Tasks to be address with awarded funds will include:

- Demolition of the current volleyball court
- Erosion control
- Concrete paving
- Construction of 2 volleyball courts
- Purchase of a prefabricated pavilion
- Adding new sidewalk(s) that connect to walking trail(s)
- Site furnishings (I.e., grill, seating, etc.)
- Landscaping (Sod, trees, plants, etc.)
- Construction documents and construction administrative assistance

These renovations will allow the City of East Point to continue to be good stewards of funding by providing this community additional amenities and upgrades to enhance their quality of life.

Project Location: 1467 Bryan Ave, East Point, GA 30344.

Fulton County Community Development Block Grant Program
ATTACHMENT B: 2022 Project Implementation Schedule
City of EAST POINT: Bryan Park Renovations

PROJECT ACTIVITY	TASKS	PROJECTED DATE
Request for Proposals from Architects/Engineers/Consultants¹	Receive proposal for services (Architect/Engineering Services)	March 2023
Selection of A&E/Consultants by City¹	Approve and proceed Services Awarded	April 2023
Design Phase by Architect/Engineer¹	Design/Specifications	May 2023
Environmental Review¹	Specify Completion Date of w/Annual Update	November 2022
Construction Drawings & Request for Proposals by Architect/Engineer¹	Plans/drawings/specifications in accordance with construction documentation should be prepared and completed for advertisement	June 2023
Solicitation for sealed bids by the City of East Point for Proposal Bids/Offers¹	Invitation for Bid - (Description of the requirements that the bidder/offered must fulfill with other factors to be used in evaluating the bids or proposals submitted).	June 2022
Costs and Price Analysis (Specification List)¹	Perform a cost or price analysis for each procurement activity undertaken with Federal funds to include a comparison of price quotations submitted, market prices, and similar indicators, together with discounts.	June 2022
City Award of Bid/Offer¹	Renovation/Improvement RECORDS - The City of East Point will maintain procurement records and files for all purchases made with Federal funds, to include Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; and Basis for the award cost or price.	July 2023
Letter to Proceed for Contractor¹	Award Conference	July 2023
Contract Administration¹	The City of East Point will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	July 2023
Contract Start Date of Project¹	Notice to Proceed	July 2023
Contract Provisions¹	Insurance requirements, bonding requirements, housing location & care of products, etc.	July 2023
Project Mid-Status¹	Renovation/Improvement (clear & accurate description of the technical requirements for the work to be procured by City of East Point	September 2023
Project Completion¹	Close out documentation, final title documentation/retainage of funds/release of liens to be provided by the City of East Point.	October 2023

Fulton County Community Development Block Grant Program
ATTACHMENT C
2022 PROJECT BUDGET & REIMBURSEMENT SCHEDULE
City of East Point: Bryan Park Renovations

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, etc.)	October 31, 2023	\$170,000.00	\$10,000
Total for Year 2023			\$180,000

REIMBURSEMENT EXPENDITURE SCHEDULE

As provided by the City of East Point for the Department of Community Development CDBG Spend Plan document.

Municipality Expenses	Projections
Construction Costs ▪ Labor ▪ Equipment/Supplies	\$14,167.00 (May 2023 reimbursement submission)
Construction Costs ▪ Labor Equipment/Supplies	\$38,958.00 (June 2023 reimbursement submission)
Construction Costs ▪ Labor Equipment/Supplies	\$31,875.00 (July 2023 reimbursement submission)
Construction Costs ▪ Labor Equipment/Supplies	\$31,875.00 (August 2023 reimbursement submission)
Construction Costs ▪ Labor Equipment/Supplies	\$31,875.00 (September 2023 reimbursement submission)
Construction Costs ▪ Labor Equipment/Supplies	\$21,250.00 (October 2023 reimbursement submission)
TOTAL EXPENSES	\$170,000.00

Fulton County Community Development Block Grant Program
EXHIBIT D:
City of East Point – Bryan Park
Quarterly Performance Report

Municipality: **City of East Point**

CDBG Funding Year: **2022**

Project Name: **Bryan Park**

Administering Department: **City of East Point**

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **\$170,000.00**

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

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$ _____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

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

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

FY 2022 INCOME LIMITS SUMMARY As of June 2022 Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190	\$41,910	\$46,630
Very Low Income (31%-50%)	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950	\$59,800	\$63,650
Low Income (51%-80%)	\$40,500	\$46,320	\$52,080	\$57,840	\$62,520	\$67,140	\$71,760	\$76,380
Low -Moderate Income (81%-100%)	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450	\$95,650	\$101,800

FY 2022 Income Limit Category	Jan 1st – March 31st	April 1 st – June 30 th	July 1 st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%-80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

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

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

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

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

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

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

Submitted by: _____ Date: _____
 Name _____
 _____ Title: _____
 Signature _____

Approved by: _____ Date: _____
 Name _____
 _____ Title: _____
 Signature _____

Fulton County Community Development Block Grant Program

EXHIBIT D2: Year End Performance Report

Municipality: **City of East Point**CDBG Funding Year: **2022**Project Name: **Bryan Park**Administering Department: **City of East Point**

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: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

 Yes No

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

CDBG project fund balance: \$ _____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

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

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

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 Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F 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 products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

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

Income Benefit: Complete the following statement.

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

Anticipated Accomplishments: _____

Actual Accomplishment: _____

Total Number of Beneficiaries: _____

Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

Commission District(s) Impacted: _____

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

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

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

Submitted by: _____ **Date:** _____
Name
 _____ **Title:** _____
Signature
Approved by: _____ **Date:** _____
Name
 _____ **Title:** _____
Signature

Exhibit E

Sub-recipient Monitoring Fulton County Community Development Block Grant Sub-recipient Monitoring

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

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

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

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

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

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

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2022

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

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

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

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

The purpose of the County's monitoring efforts is:

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

The monitoring plan for 2023 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

GENERAL POLICY FOR CDBG MONITORING

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

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

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

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

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

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

COMPLIANCE CHECKLISTS

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

SITE VISIT PROCEDURES

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

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

MONITORING RESULTS

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

This letter will generally contain the following information:

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

FOLLOW UP ACTION

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

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

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

RESOLVING MONITORING FINDINGS

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

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

A. GENERAL INFORMATION

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

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity: New activity Quantifiable increase in an existing public service (describe documentation)

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

11.	<p>Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
12.	<p>Describe any relevant training or technical assistance received by the sub-recipient during the past year.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
13.	<p>Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
14.	<p>During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
15.	<p>Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								
16.	<p>If the answer to #14 is "yes", are the sub-recipient's written reports:</p> <table border="1" data-bbox="246 1195 1462 1269"> <tr> <td data-bbox="246 1195 306 1227">a.</td> <td data-bbox="306 1195 1462 1227">Being submitted to the County in a timely manner?</td> <td data-bbox="964 1195 1024 1227"><input type="checkbox"/> Yes</td> <td data-bbox="1024 1195 1085 1227"><input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="246 1227 306 1269">b.</td> <td data-bbox="306 1227 1462 1269">Adequate in terms of the level of detail?</td> <td data-bbox="964 1227 1024 1269"><input type="checkbox"/> Yes</td> <td data-bbox="1024 1227 1085 1269"><input type="checkbox"/> No</td> </tr> </table>	a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
17.	<p>Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
18.	<p>Are the recordkeeping requirements of the CDBG regulations being followed:</p> <table border="1" data-bbox="246 1564 1462 1638"> <tr> <td data-bbox="246 1564 306 1596">a.</td> <td data-bbox="306 1564 1462 1596">Eligibility documentation?</td> <td data-bbox="752 1564 812 1596"><input type="checkbox"/> Yes</td> <td data-bbox="812 1564 873 1596"><input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="246 1596 306 1638">b.</td> <td data-bbox="306 1596 1462 1638">National objective documentation</td> <td data-bbox="752 1596 812 1638"><input type="checkbox"/> Yes</td> <td data-bbox="812 1596 873 1638"><input type="checkbox"/> No</td> </tr> </table>	a.	Eligibility documentation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	b.	National objective documentation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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b.	National objective documentation	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
19.	<p>Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If so, what is the process for tracking, reporting, and using program income?</p> <hr/> <hr/> <hr/> <hr/>								
	<p>Is the use of program income consistent with the terms of the written agreement?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								

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

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

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

FULTON COUNTY
CDBG SUB-RECIPIENT MONITORING POLICY
Monitoring Finding / Concerns Clearance Process

Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

Fulton County Community Development Block Grant Program

EXHIBIT G: 2 CFR Part 200

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

Uniform Guidance Item		Response
1	Subrecipient Name	City of East Point
2	Subrecipient DUNS Number	073425514
3	Federal Award Identification Number (FAIN)	B-22-UC-13-0003
4	Federal Award Date	1/1/2022-9/1/2029
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2022 End Date: 12/31/2023
6	Amount of Federal Funds Obligated by This Action	\$170,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$170,000.00
8	Total Amount of the CDBG Federal Award	\$1,382,965.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for City of East Point's Bryan Park Improvements project located at 1467 Bryan Avenue, East Point GA 30344.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

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

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

Signature of Authorized Certifying Official DocuSigned by:  X B48F3FAB4E014B0...	Applicant City of East Point
Title Mayor	Date 05/23/2023



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



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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-22-UC-13-0003

City of Union City's DUNS Number: 080632276

Federal Award Date: 1/1/2022-9/1/2029

Total Fulton County CDBG Municipality Agreement: \$311,850.00

THIS AGREEMENT entered this 12th day of April (month) 2023 (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of Union City** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on August 3, 2022 the Fulton County Board of Commissioners approved the 2022 Annual Action Plan (22-0538) 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) program activities, as prescribed under the Housing and Community Development Act of 1974. On April 12, 2023, the Board of Commissioners approved the project via Agenda Item 23-0222.

WHEREAS, the City of Union City has been provided CDBG funds by Fulton County for **Streetscape Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Union City in the amount of **\$311,850.00**, shall be specifically used for the ADA sidewalk improvements of Roosevelt Highway/US 29 located at Roosevelt Highway – Portion of Highway 29 from Highway 138 to Dixie Lake Road, Union City Georgia for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; 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:

1
2 **I. SCOPE OF SERVICES**
3

4 **A. Activities**
5

6 The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2022-2024
7 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of
8 providing these funds.
9

10 **B. Description of Activities**
11

12 *Improvements to the Roosevelt Highway/US 29 located at Roosevelt Highway - Portion of Highway 29
13 from 138 to Dixie Lake Road, Union City, Georgia.*

14 A copy of the complete scope of work is attached in EXHIBIT A.
15

16 **C. National Objectives**
17

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

20 1. benefit low/moderate income persons
21 2. aid in the prevention or elimination of slums or blight
22 3. meet community development needs having a particular urgency as defined in 24 CFR Part
23 570.208
24

25 **This project meets the National Objectives of the Community Development Block Grant program
26 24 CFR Part 570.208(a)(2)(ii) area benefit.**
27

28 **II. TIME OF PERFORMANCE**
29

30 **Services of the Sub-recipient shall start on the 1st day of January 2022 and shall end on the 31st day
31 of December 2024.**
32

33 **III. BUDGET**
34

35 **The City of Union City shall maintain a budget compliant to CDBG program requirements. Reference
36 Exhibit C of the Agreement for Cost Reimbursement Budget.**
37

38 **IV. PAYMENT**
39

40 It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub
41 recipient Agreement shall not exceed **\$311,850.00** and **Expenses for eligible activities shall be
42 retroactive to January 1, 2022.** Drawdowns for the payment of eligible expenses shall be made against
43 the line item budget specified in Paragraph III herein and in accordance with performance.
44

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3 **V. NOTICES**

4
5 Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Lonnie Ferguson, Director
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Union City 5047 Union Street Union City, Georgia 30291
Phone:	(404) 612-8077	(770) 964-2288
Email:	Kim.benjamin@fultoncountyga.gov	lferguson@unioncity.org

6
7 **VI. SPECIAL CONDITIONS**

8
9 • A complete description of the procurement process must be provided for any items purchased with
10 these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR
11 Part 200. All other items must be competitively procured.
12
13 • All staff costs covered by this grant, including those retroactive to January 1, 2022, must be fully
14 documented (separately from regular CDBG staff costs) and timesheets provided for each staff
15 position covered. Beneficiaries from this time period must also be reported.
16
17 • Funds being used retroactively cannot be used to pay for building renovations and other projects
18 that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To,
19 "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
20
21 • Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare
22 crisis in the community, the need must have arisen within 18 months, and the sub-recipient must
23 demonstrate and certify there are no other funds available to address the need.
24
25 • All Federal Cross-Cutting requirements apply including Financial Management and Procurement,
26 Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and
27 Non-Discrimination

28
29 **VII. GENERAL CONDITIONS**

30
31 **A. General Compliance**

32
33 The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal
34 Regulations, Part 570 (the Housing and Urban Development regulations concerning Community
35 Development Block Grants (CDBG)). The Sub-recipient also agrees to comply with all other applicable
36 Federal, State and Local laws, regulations, and policies governing the funds provided under this
37 Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to
38 supplement rather than supplant funds otherwise available.

39
40 **B. Independent Contractor**

41
42 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating
43 or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at
44 all times remain an "independent contractor" or with respect to the services to be performed under this
45 Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA,
46 retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient
47 is an independent sub recipient.

48
49 **C. Hold Harmless**

1 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees
2 to release, indemnify, defend and hold harmless the County, its commissioners, officers, and
3 employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without
4 limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether
5 arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury,
6 wrongful death or property damage, arising in any way from the actions or omissions of the Sub-
7 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
8 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
9 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
10 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
11 termination of this Agreement, even if the County terminates the Agreement for its convenience.
12

13 **D. Worker's Compensation**

14
15 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in
16 the performance of this Agreement.
17

18 **E. Insurance and Bonding**

19
20 The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to
21 theft, fraud and /or undue physical damage.
22

23 **F. Grantor Recognition**

24 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through
25 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be
26 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the
27 support provided herein in all publications made possible with funds made available under this
28 Agreement.
29

30 **G. Amendments**

31
32 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments
33 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized
34 representative of both organizations, and approved by the Grantee's governing body. Such
35 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient
36 from its obligations under this Agreement.
37

38 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
39 governmental guidelines, policies and available funding amounts, or for other reasons. If such
40 amendments result in a change in the funding, the scope of service, or schedule of the activities to be
41 undertaken as part of this Agreement, such modifications will be incorporated only by written
42 amendment signed by both Grantee and Sub-recipient.
43

44 **H. Suspension or Termination**

45
46 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur
47 if the Sub-recipient materially fails to comply with any term of the award and the award may be
48 terminated for convenience.
49

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

1 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable
2 compensation for any satisfactory work completed on such documents or materials prior to the
3 termination.

4
5 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
6 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
7 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
8 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
9 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
10 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
11 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
12 in compliance.

13 14 **VIII. ADMINISTRATIVE REQUIREMENTS**

15 16 **A. Financial Management**

17 18 **1. Accounting Standards**

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

22 23 **2. Internal Controls**

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

26 27 **3. Cost Principles**

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

31 32 **B. Documentation and Record-Keeping**

33 34 **1. Records to be maintained**

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

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

48 49 **2. Retention**

50 The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement
51 for a period of three (3) years from the date of submission of the final expenditure report for activities
52 funded under this Agreement. Records for non-expendable property acquired with funds under
53 this Agreement shall be retained for three (3) years after final disposition of such property. Records
54 for any displaced person must be kept for three (3) years after he/she has received final payment.
55 Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that

1 involve any of the records cited and that have started before the expiration of the three year period,
2 then such record must be retained until completion of the actions and resolution of all issues, or
3 the expiration of the three year period, whichever occurs later.
4

5 **3. Client Data**

6 The Sub-recipient shall maintain client data demonstrating client eligibility for services provided.
7 Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly,
8 head of household, family size, or other basis for determining eligibility, and description of service
9 provided. Such information shall be made available to Grantee monitors or their designees for
10 review upon request.
11
12

13 **4. Disclosure**

14 The Sub-recipient understands that client information collected under this Agreement is private and
15 the use of disclosure of such information, when not directly connected with the administration of
16 the Grantee's or Sub-recipient's responsibilities with respect to services provided under this
17 Agreement, is prohibited unless written consent is obtained from such person receiving service
18 and, in the case of a minor, that of a responsible parent/guardian.
19

20 **5. Property Records**

21 The Sub-recipient shall maintain real property inventory records, which clearly identify properties
22 purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall
23 conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as
24 applicable.
25

26 **6. Close outs**

27 The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are
28 completed. Activities during this closeout period shall include, but are not limited to making final
29 payments, disposing of program assets (including the return of all unused materials, equipment,
30 unspent cash advances, program income balances, and accounts receivable to the Grantee), and
31 determining the custodianship of records.
32

33 **7. Audit & Inspections**

34 All Sub-recipient records with respect to any matters covered by this Agreement shall be made
35 available to the Grantee, grantor agency, their designees or the Federal Government, at any time
36 during normal business hours, as often as the Grantee or grantor agency deems necessary, to
37 audit, examine, and make excerpts or transcripts of all relevant data.
38

39 Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days
40 after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit
41 requirements will constitute a violation of this Agreement and may result in the withholding of future
42 payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in
43 accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR
44 Part 200 subpart F.
45

46 **C. Reporting and Payment Procedures**

47 **1. Program Income**

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

1
2 **2. Indirect costs**

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

9 **3. Payment Procedure**

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

18
19 **4. Progress Report**

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

22 **D. Procurement**

23
24 **1. Compliance**

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

30
31 **2. All procurement must comply with 2 CFR Part 200 Subpart D.**

32
33 a. Sub-recipients must avoid purchasing unnecessary items

34
35 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine
36 which would be the most economical and practical procurement for the federal government

37
38 c. Solicitations for goods and services provide for all of the following:

39 1. A clear and accurate description of the technical requirements for the material, product
40 or service to be procured. In competitive procurements, such a description shall not
41 contain features which unduly restrict competition.

42 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in
43 evaluating bids or proposals.

44 3. A description, whenever practicable, of technical requirements in terms of functions to be
45 performed or performance required, including the range of acceptable characteristics or
46 minimum acceptable standards.

47 4. The specific features of "brand name or equal" descriptions that bidders are required to
48 meet when such items are included in the solicitation.

49 5. The acceptance, to the extent practicable and economically feasible, of products and
50 services dimensioned in the metric system of measurement.

51 6. Preference, to the extent practicable and economically feasible, for products and services
52 that conserve natural resources and protect the environment and are energy efficient.

53
54 d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned
55 companies and women's business enterprises, whenever possible. Recipients of Federal

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

2

3 1. Ensure that small businesses, minority-owned companies and women's business
4 enterprises are used to the fullest extent practicable.

5 2. Make information on forthcoming opportunities available and arrange time frames for
6 purchases and contracts to encourage and facilitate participation by small businesses,
7 minority-owned companies and women's business enterprises.

8 3. Consider in the contract process whether firms competing for larger contracts intend to
9 subcontract with small businesses, minority-owned companies and women's business
10 enterprises.

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

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

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

23 f. Contracts shall be made only with responsible contractors who possess the potential ability
24 to perform successfully under the terms and condition of the proposed procurement.
25 Consideration shall be given to such matters as contractor integrity; compliance with public
26 policy, including, where applicable, Section 3 of the Housing and Urban Development Act of
27 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or
28 accessibility to other necessary resources.

29

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

37

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

42 1. A sub-recipient's procurement procedures or operation fails to comply with the
43 procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.

44 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at
45 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only
46 one bid or offer is received in response to a solicitation;

47 3. The procurement, which is expected to exceed the small purchase threshold, specifies a
48 "brand name" product.

49 4. The proposed award over the small purchase threshold is to be awarded to other than the
50 apparent low bidder under sealed bid procurement.

51 5. A proposed contract modification changes the scope of a contract or increases the contract
52 amount by more than the amount of the small purchase threshold.

53

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

1 the Resource Conservation and Recovery Act. The requirements of Section 6002 include
2 procuring only items designated in guidelines of the Environmental Protection Agency (EPA)
3 at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,
4 consistent with maintaining a satisfactory level of competition, where the purchase price of
5 the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal
6 year exceeded \$10,000; procuring solid waste management services in a manner that
7 maximizes energy and resource recovery; and establishing an affirmative procurement
8 program for procurement of recovered materials identified in the EPA guidelines.
9

10 **3. Travel**

11 The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of
12 Georgia with funds provided under this Agreement.
13

14 **4. Use and Reversion of Assets**

15 The use and disposition of real property and equipment under this Agreement shall be in
16 compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504,
17 as applicable, which include but are not limited to the following:
18

- 19 a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts
20 receivable attributable to the use of funds under this Agreement at the time of expiration,
21 cancellation or termination.
- 22 b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in
23 part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the
24 CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of
25 this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-
26 recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National
27 Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount
28 equal to the current fair market value of the property less any portion of the value attributable
29 to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such
30 payment shall constitute program income to the Grantee. The Sub-recipient may retain real
31 property acquired or improved under this Agreement after the expiration of the five-year
32 period, or such longer time as the Grantee deems appropriate.
33
- 34 c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement
35 is sold, the proceeds shall be program income (prorated to reflect the extent to which funds
36 received under this Agreement were used to acquire the equipment). Equipment not needed
37 by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee
38 for the CDBG program or (b) retained after compensating the Grantee (an amount equal to
39 the current fair market value of the equipment less the percentage of non-CDBG funds used
40 to acquire the equipment.
41

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

44 The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property
45 Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and
46 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement
47 and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d)
48 governing optional relocation policies.
49

50 The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit
51 organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or
52 conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee
53 ordinances, resolutions and policies concerning the displacement of persons from their residences.
54

1

2

3

4 X. Personnel and Participant Conditions

5

6 A. Civil Rights

7

8 1. *Compliance*

9 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights
10 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and
11 Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section
12 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age
13 Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended
14 by Executive Order 11375 and 12086.

15

16

17 2. *Nondiscrimination*

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

27

28 3. *Land Covenants*

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

38

39 4. *Section 504*

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

45

46 5. *Fair Housing*

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

52

53 The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing
54 Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further
55 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

1 general local government included in an urban county may constitute noncompliance by the
2 grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial
3 actions by the Department of Housing and Urban Development.

4 **6. Benefits to Legal Resident Aliens**

5 Under Section 214, the Secretary of Housing and Urban Development may not make financial
6 assistance available to an alien unless the alien both is a resident of the United States and is:
7

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

20 Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.
21

22 **B. Affirmative Action**

23 **1. Approved Plan**

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

30 **2. WBE/MBE**

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

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

39 **3. Access to Records**

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

44 **4. Notifications**

45 The Sub-recipient will send to each labor union or representative of workers with which it has
46 collective bargaining agreement or other contract or understanding, a notice, to be provided by the

1 agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's
2 commitments hereunder, and shall post copies of the notice in conspicuous places available to
3 employees and applicants for employment.
4

5 **5. EEO/AA Statement**

6 The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf
7 of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.
8

9 **6. Subcontract Provisions**

10 The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative
11 Action, in every subcontract or purchase order, specifically or by references, so that such provision
12 will be binding upon each of its own sub-recipients or subcontractors.
13
14

15 **C. Employment Restriction**
16

17 **1. Prohibited Activity**

18 The Sub-recipient is prohibited from using funds provided herein or personnel employed in the
19 administration of the program for: political activities; sectarian or religious activities; lobbying,
20 political patronage, and nepotism activities.
21

22 **2. Labor Standards**

23 The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance
24 with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety
25 Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC
26 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor
27 standards insofar as those acts apply to the performance of this Agreement. The Sub recipient
28 shall maintain documents which shall be made available to the Grantee for review upon request.
29

30 The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential
31 property containing less than eight (8) units, all contractors engaged under contracts in excess of
32 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance
33 provided under this Agreement, shall comply with Federal requirements adopted by the Grantee
34 pertaining to such contract and with the applicable requirements of the regulations of the
35 Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio
36 apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in
37 all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.
38

39 The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors
40 or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.
41

42 **3. "Section 3" Clause**
43

44 **a. Compliance**

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

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

1
2 "The work to be performed under this Agreement is project assisted under a program providing
3 direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of
4 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires
5 that to the greatest extent feasible opportunities for training and employment be given to low
6 and very low income. Residents of the project area and contracts for work in connection with
7 the project be awarded to business concerns that provide economic opportunities for low and
8 very low-income persons residing in the community in which the project is located."
9

10 The Sub-recipient further agrees to ensure that opportunities for training and employment
11 arising in connection with a housing rehabilitation (including reduction and abatement of lead
12 based paint hazards), housing construction, or other public construction projects are given to
13 low and very low income persons residing within the area in which the CDBG funded project is
14 located; where feasible, priority should be given to low and very low income persons within the
15 service area of the project or the neighborhood in which the project is located, and to low and
16 very low income participants in other HUD programs; and award contracts for work undertaken
17 in connection with a housing rehabilitation (including reduction and abatement of lead based
18 paint hazards) housing construction, or other public construction projects are given to business
19 concerns that provide economic opportunities for low and very low income persons residing
20 within the municipality in which the CDBG funded project is located where feasible, priority
21 should be given to business concerns which provide economic opportunities to low and very low
22 income residents within the service area or the neighborhood in which the project is located, and
23 to low and very low income participants in other HUD programs.
24 The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which
25 would prevent compliance with these requirements.

26 **b. Notifications**

27 The Sub-recipient agrees to send to each labor organization or representative of workers with
28 which it has a collective bargaining agreement or other contract or understanding, if any, a notice
29 advising said labor organization or worker's representative of this commitment under this
30 Section 3 clause and shall post copies of the notice in conspicuous places available to
31 employees and applicants for employment of training.
32

33 **c. Subcontracts**

34 The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate
35 action pursuant to the subcontract upon finding that the subcontractor is in violation of
36 regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity
37 where it has notice or knowledge that the latter has found in violation of regulations under 24
38 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary
39 statement of ability to comply with the requirements of these regulations.
40

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

42 The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan
43 attached as Exhibit F.
44

45 **D. Conduct**

46 **1. Assignability**

47 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written
48 consent of the Grantee thereto; provided, however, that claims for money due or to become due to
49 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust
50 company, or other financial institution without such approval. Notice of any such assignment or
51 transfer shall be furnished promptly to the Grantee.
52

1 **2. Subcontracts**

2 **a. Approvals**

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

6 **b. Monitoring**

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

10 **c. Content**

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

13 **d. Selection Process**

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

18 **3. Hatch Act**

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

27 **4. Conflict of Interest**

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

37 **5. Lobbying**

38 The Sub-recipient hereby certifies that:

- 41 a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any
42 person for influencing or attempting to influence an officer or employee or an agency, a
43 member of Congress, an officer or employee of Congress, or an employee of a member of
44 Congress in connection with the awarding of any Federal contract, the making of any Federal
45 grant, the making of any Federal loan, the entering into of any cooperative agreement, and
46 the extension, continuation, renewal, amendment, or modification of any Federal contract,
47 grant, loan or cooperative agreement.
- 48 b. If any funds other than Federal appropriated funds have been paid or will be paid to any
49 person for influencing or attempting to influence an officer or employee of any agency, a
50 member of Congress, an officer or employee of Congress, or an employee of a Member of
51 Congress in connection with this Federal contract, grant, loan or cooperative agreement, it
52 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in
53 accordance with its instruction.

1 c. It will require that the language of paragraph (d) of this certification be included in the award
2 documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts
3 under grants, loans, and cooperative agreements) and that all sub recipients shall certify and
4 disclose accordingly.

5 d. **Lobbying Certification**

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

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

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

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

28 **7. Religious Organization**

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

32 **E. Code of Conduct**

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

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

45 **XI. ENVIRONMENTAL CONDITIONS**

46 The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that
47 the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR

1 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process
2 under the provisions of 24 CFR.

3

4 **A. Air and Water**

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

7

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

14

15 **B. Flood Disaster Protection**

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

20

21 **C. Lead Based Paint**

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

31

32 **D. Historic Preservation**

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

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

40

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

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

46

47 **F.E.O. 12373 – Interagency Review**

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

1 **XII. SEVERABILITY**
2

3 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected
4 thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
5

6 ***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

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

CITY OF UNION CITY, GEORGIA

DocuSigned by:

Vince Williams

D7A570171489411...

Vince R. Williams, Mayor
City of Union City

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

DocuSigned by:

Shandrella Jewett

90400F877646442...

Shandrella Jewett
City Clerk

DATE: 05/24/2023

DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:

Dennis Davenport

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Dennis Davenport, City Attorney

DATE: 05/22/2023

1

FULTON COUNTY, GEORGIA

DocuSigned by:

Tonya Grier

EEC476C4837648D...

Tonya R. Grier, Clerk to the Commission

ATTEST

DocuSigned by:

DocuSigned by:

DATE: 05/26/2023

SEAL:



APPROVED AS TO CONTENT:

DocuSigned by:

Stanley Wilson

5E4D76DFB4A0450...

Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

DocuSigned by:

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Office of the County Attorney

DATE: 05/25/2023

Fulton County Community Development Block Grant Program

ATTACHMENT A: Project Description

City of Union City- Roosevelt Highway Streetscape Improvements- Phase I

PROJECT NAME/DESCRIPTION: The City of Union City proposes to use the 2022 fiscal year allotted CDBG funding opportunity for the construction of the Roosevelt Highway Streetscape Improvements from SR138/Jonesboro Road to Dixie Lake Road on the west side of the corridor.

The project will provide ADA accessible sidewalk installations, landscaping, hardscaping and pedestrian lighting. The streetscape improvements support the City's efforts to improve ADA accessibility, health and safety, air and water quality, and increase economic stability by expanding opportunities for low and moderate income persons for an overall quality of life.

The City will contract a consultant to provide survey, preliminary engineering, bid documents, procurement services and construction administration services that includes costs and price analysis, NTP to selected contractor, contractual administration, and preparation and submittal of all required documents.

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Union City- Roosevelt Highway Streetscape Improvements – Phase I

FACILITY/IMPROVEMENT PROVISIONS	TASKS	DATE
Request for Proposals from Architects/Engineers/Consultants	Pro Bono or Invitation for Bid- (Architect/Engineering Services)	5/1/22
Selection of A&E/Consultants by City	Selection Completed/Services Awarded	7/1/22
Design Phase by Architect/Engineer	Design/Specifications in process	9/1/22
Environmental Review	Complete	Complete
Construction Drawings & Request for Proposals by Architect/Engineer	All plans/drawings/specifications in accordance with construction documentation is prepared and completed	5/1/23
Solicitation for sealed bids by the City of Union City for Proposal Bids/Offers	Invitation for Bid- (Description of the requirements that the bidder/offerer must fulfill with other factors to be used in evaluating the bids or proposals submitted).	5/3/23
Costs and Price Analysis (Specification List)	Perform a cost or price analysis for each procurement activity undertaken with Federal funds to include: A comparison of price quotations submitted, market prices, and similar indicators, together with discounts.	7/10/23
City Award of Bid/Offer	Renovation/Improvement RECORDS - The City of Union City will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offerer selection; Justification for lack of competition when bids or offers are not obtained; and Basis for the award cost or price.	7/18/23
Letter to Proceed for Contractor	Award Conference	8/1/23
Contract Administration	The City of Union City will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	8/1/23
Contract Start Date of Project	Notice to Proceed	8/2/23
Demolition / Clearance activities	N/A	
Contract Provisions	Insurance requirements, bonding requirements, housing location & care of products, etc.	8/2/23
Project Mid-Status	Renovation/Improvement (clear & accurate description of the technical requirements for the work to be procured by City of Union City	10/2/23
Total Project Completion for entire Project	Close out documentation, final title documentation/retainage of funds/release of liens.	11/30/23

Fulton County Community Development Block Grant Program
ATTACHMENT C:
2022 PROJECT BUDGET & REIMBURSEMENT SCHEDULE
City of Union City- Roosevelt Highway Streetscape Improvements

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits) – \$1,500,000	10/30/23	FY22 \$311,850	\$1,247,050
Total for Year 2022 \$1,500,000		\$311,850	\$1,247,050

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	Projections	Total Operating Budget
Construction Costs ▪ Labor ▪ Equipment/Supplies	\$311,850	\$252,950 \$311,850
TOTAL EXPENSES	\$311,850	\$252,950 \$311,850

Reimbursement schedule as provided by Union City for the Department of Community Development CDBG Spend Plan Document.

Reimbursement No.1 in the amount of \$64,550 to be submitted in April.
Reimbursement No.2 in the amount of \$64,550 to be submitted in May.
Reimbursement No.3 in the amount of \$64,550 to be submitted in June.
Reimbursement No.4 in the amount of \$29,550 to be submitted in July
Reimbursement No.5 in the amount of \$29,550 to be submitted in August.
Reimbursement No.6 in the amount of \$29,550 to be submitted in September.
Reimbursement No.7 in the amount of \$29,550 to be submitted in October.

Fulton County Community Development Block Grant Program
EXHIBIT D:
City of Union City – Roosevelt Highway Streetscape Improvements
Quarterly Performance Report

Municipality: **City of Roosevelt**

CDBG Funding Year: **2022**

Project Name: **Roosevelt Highway Streetscape Improvements**

Administering Department: **City of Union City**

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **\$311,850.00**

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

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$ _____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

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

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

FY 2022 INCOME LIMITS SUMMARY As of June 2022 Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	\$20,250	\$23,150	\$26,050	\$28,900	\$32,470	\$37,190	\$41,910	\$46,630
Very Low Income (31%-50%)	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950	\$59,800	\$63,650
Low Income (51%-80%)	\$40,500	\$46,320	\$52,080	\$57,840	\$62,520	\$67,140	\$71,760	\$76,380
Low -Moderate Income (81%-100%)	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450	\$95,650	\$101,800

FY 2022 Income Limit Category	Jan 1st – March 31st	April 1st – June 30th	July 1st – Sept 30th	Oct 1st – Dec 31st
Extremely Low Income (0-30%)				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Total				

BENEFICIARY DEMOGRAPHICS

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

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

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

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

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

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

Submitted by: _____ Date: _____
 Name _____
 _____ Title: _____
 Signature _____

Approved by: _____ Date: _____
 Name _____
 _____ Title: _____
 Signature _____

Fulton County Community Development Block Grant Program

EXHIBIT D2: Year End Performance Report

Municipality: City of Union City

CDBG Funding Year: 2022

Project Name: Roosevelt Highway Streetscape Improvements

Administering Department: City of Union City

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: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

Yes No

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

CDBG project fund balance: \$ _____

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

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

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

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

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 Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by 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 products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

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

Income Benefit: Complete the following statement.

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

Anticipated Accomplishments: _____

Actual Accomplishment: _____

Total Number of Beneficiaries: _____

Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

Commission District(s) Impacted: _____

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

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

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

Submitted by: _____ **Date:** _____
Name
 _____ **Title:** _____
Signature
Approved by: _____ **Date:** _____
Name
 _____ **Title:** _____
Signature

Exhibit E

Sub-recipient Monitoring Fulton County Community Development Block Grant Sub-recipient Monitoring

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

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

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

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

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

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

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2022

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

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

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

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

The purpose of the County's monitoring efforts is:

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

The monitoring plan for 2023 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

GENERAL POLICY FOR CDBG MONITORING

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

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

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

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

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

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

COMPLIANCE CHECKLISTS

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

SITE VISIT PROCEDURES

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

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

MONITORING RESULTS

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

This letter will generally contain the following information:

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

FOLLOW UP ACTION

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

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

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity:

New activity

Quantifiable increase in an existing public service (describe documentation)

3. National Objective (check all that apply)		
<input type="checkbox"/> Low/moderate-income benefit: <input type="checkbox"/> Area benefit (not applicable to Public Services) <input type="checkbox"/> Presumed benefit (check applicable boxes below)		
	Abused children	Battered spouses
	Elderly persons	Severely disabled adults (use census population report definition)
	Homeless persons	Illiterate adults
	Persons living with AIDS	Migrant farm workers
Limited clientele		
Family size and income (income surveys)		
Nature and location of activity		
<input type="checkbox"/> Prevention and elimination of slums and blight		
a.	National objective justification (describe): 	
b.	National objective file documentation reviewed during monitoring visit (describe): 	
c.	National objective regulatory citation:	
4.	How does the sub-recipient verify actual beneficiaries of the project? 	
5.	Performance benchmarks as stated in written agreement: 	
6.	Project accomplishments to date (describe): 	
7.	Amount of CDBG funds financially obligated by sub-recipient: \$	
8.	Amount of CDBG funds expended by sub-recipient: \$	
9.	Amount of CDBG funds that remain unexpended for this activity: \$	
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.) 	

11.	<p>Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
12.	<p>Describe any relevant training or technical assistance received by the sub-recipient during the past year.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
13.	<p>Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
14.	<p>During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
15.	<p>Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								
16.	<p>If the answer to #14 is "yes", are the sub-recipient's written reports:</p> <table border="1" data-bbox="246 1195 1462 1269"> <tr> <td data-bbox="246 1195 306 1227">a.</td> <td data-bbox="306 1195 1462 1227">Being submitted to the County in a timely manner?</td> <td data-bbox="964 1195 1008 1227"><input type="checkbox"/> Yes</td> <td data-bbox="1008 1195 1052 1227"><input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="246 1227 306 1269">b.</td> <td data-bbox="306 1227 1462 1269">Adequate in terms of the level of detail?</td> <td data-bbox="964 1227 1008 1269"><input type="checkbox"/> Yes</td> <td data-bbox="1008 1227 1052 1269"><input type="checkbox"/> No</td> </tr> </table>	a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
a.	Being submitted to the County in a timely manner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
b.	Adequate in terms of the level of detail?	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
17.	<p>Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.</p> <hr/> <hr/> <hr/> <hr/> <hr/>								
18.	<p>Are the recordkeeping requirements of the CDBG regulations being followed:</p> <table border="1" data-bbox="246 1567 1462 1641"> <tr> <td data-bbox="246 1567 306 1598">a.</td> <td data-bbox="306 1567 1462 1598">Eligibility documentation?</td> <td data-bbox="752 1567 796 1598"><input type="checkbox"/> Yes</td> <td data-bbox="796 1567 840 1598"><input type="checkbox"/> No</td> </tr> <tr> <td data-bbox="246 1598 306 1641">b.</td> <td data-bbox="306 1598 1462 1641">National objective documentation</td> <td data-bbox="752 1598 796 1641"><input type="checkbox"/> Yes</td> <td data-bbox="796 1598 840 1641"><input type="checkbox"/> No</td> </tr> </table>	a.	Eligibility documentation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	b.	National objective documentation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
a.	Eligibility documentation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
b.	National objective documentation	<input type="checkbox"/> Yes	<input type="checkbox"/> No						
19.	<p>Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If so, what is the process for tracking, reporting, and using program income?</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p>Is the use of program income consistent with the terms of the written agreement?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>								

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
a.	Organizational chart? <input type="checkbox"/> Yes <input type="checkbox"/> No		
b.	Written definition of duties of key employees? <input type="checkbox"/> Yes <input type="checkbox"/> No		
c.	Formal system of authorization and supervision? <input type="checkbox"/> Yes <input type="checkbox"/> No		
d.	Separation of duties? <input type="checkbox"/> Yes <input type="checkbox"/> No		
e.	Staff qualifications for accounting functions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) <input type="checkbox"/> Yes <input type="checkbox"/> No		
g.	Comparison of financial records to actual assets and liabilities performed? <input type="checkbox"/> Yes <input type="checkbox"/> No		

35.	Does the sub-recipient's accounting system contain the following elements:				
a.	Chart of accounts	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
b.	Cash receipts journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
c.	Cash disbursements journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
d.	Payroll journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
e.	General ledger	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No				
a.	Are journal entries approved and explained / supported?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
b.	Are posting and trial balances performed on a regular basis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
c.	Is there fidelity bond coverage for sub-recipient officials?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No				
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No				
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain: 				
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Describe areas of weakness: 				
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:				
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.					
FINDINGS:					
1.					
2.					
3.					
4.					
5.					
6.					
(ATTACH ADDITIONAL SHEETS AS NECESSARY)					

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

FULTON COUNTY
CDBG SUB-RECIPIENT MONITORING POLICY
Monitoring Finding / Concerns Clearance Process

Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Stanley Wilson, Director
Fulton County Community Development Department

Fulton County Community Development Block Grant Program

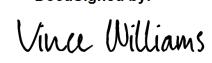
EXHIBIT G: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2019 CDBG contractual agreement.

Uniform Guidance Item		Response
1	Subrecipient Name	City of Union City
2	Subrecipient DUNS Number	080632276
3	Federal Award Identification Number (FAIN)	B-22-UC-13-0003
4	Federal Award Date	1/1/2022-9/1/2029
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2022 End Date: 12/31/2024
6	Amount of Federal Funds Obligated by This Action	\$311,850.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$311,850.00
8	Total Amount of the CDBG Federal Award	\$1,382,965.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for City of Union City's Roosevelt Highway Streetscape Improvements located at Roosevelt Highway/US 29 – Portion of Highway 29 from Highway 138 to Dixie Lake Road.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Union City is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Signature of Authorized Certifying Official DocuSigned by:  X Vince Williams D7A570171409411...	Applicant City of Union City
Title Mayor	Date 05/23/2023