



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

**I. SCOPE OF SERVICES**

**A. Activities**

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

**B. Description of Activities**

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

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

**C. National Objectives**

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

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

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

**II. TIME OF PERFORMANCE**

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

**III. BUDGET**

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

**IV. PAYMENT**

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

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	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 **VI. SPECIAL CONDITIONS**  
7

- 8
- 9 • 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.
  - 10
  - 11 • 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.
  - 12
  - 13 • 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.
  - 14
  - 15 • 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.
  - 16
  - 17 • 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
  - 18
  - 19
  - 20
  - 21
  - 22

23  
24 **VII. 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 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.

34  
35 **B. Independent Contractor**  
36

37 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.

43  
44 **C. Hold Harmless**  
45

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

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  
12 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in  
13 the performance of this Agreement.  
14

15 **E. Insurance and Bonding**

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

19 **F. Grantor Recognition**

20  
21 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through  
22 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be  
23 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the  
24 support provided herein in all publications made possible with funds made available under this  
25 Agreement.  
26

27 **G. Amendments**

28  
29 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments  
30 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized  
31 representative of both organizations, and approved by the Grantee's governing body. Such  
32 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient  
33 from its obligations under this Agreement.  
34

35 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local  
36 governmental guidelines, policies and available funding amounts, or for other reasons. If such  
37 amendments result in a change in the funding, the scope of service, or schedule of the activities to be  
38 undertaken as part of this Agreement, such modifications will be incorporated only by written  
39 amendment signed by both Grantee and Sub-recipient.  
40

41 **H. Suspension or Termination**

42  
43 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur  
44 if the Sub-recipient materially fails to comply with any term of the award and the award may be  
45 terminated for convenience.  
46

47 Either party may terminate this Agreement at any time by giving written notice to the other party of such  
48 termination and specifying the effective date there of at least 30 days before this effective date of such  
49 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken  
50 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or  
51 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material  
52 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the  
53 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable  
54 compensation for any satisfactory work completed on such documents or materials prior to the  
55 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
- 36 ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of  
37 the CDBG program
- 38 ❖ Records required to determine the eligibility of activities
- 39 ❖ Records required to document the acquisition, improvement, use or disposition of sale  
40 property acquired or improved with CDBG assistance
- 41 ❖ Records documenting compliance with the fair housing and equal opportunity components  
42 of the CDBG program
- 43 ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- 44 ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

45  
46 **2. Retention**

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

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

**3. Client Data**

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

**4. Disclosure**

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

**5. Property Records**

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

**6. Close outs**

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

**7. Audit & Inspections**

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

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

**C. Reporting and Payment Procedures**

**1. Program Income**

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

**2. Indirect costs**

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

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

**3. Payment Procedure**

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

**4. Progress Report**

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

**D. Procurement**

**1. Compliance**

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

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

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

- 1
  - 2
  - 3
  - 4
  - 5
  - 6
  - 7
  - 8
  - 9
  - 10
  - 11
  - 12
  - 13
  - 14
  - 15
  - 16
  - 17
  - 18
  - 19
  - 20
  - 21
  - 22
  - 23
  - 24
  - 25
  - 26
  - 27
  - 28
  - 29
  - 30
  - 31
  - 32
  - 33
  - 34
  - 35
  - 36
  - 37
  - 38
  - 39
  - 40
  - 41
  - 42
  - 43
  - 44
  - 45
  - 46
  - 47
  - 48
  - 49
  - 50
  - 51
  - 52
  - 53
  - 54
  - 55
  - 56
- 2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women’s business enterprises.
  - 3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women’s business enterprises.
  - 4. Encourage contracting with consortiums of small businesses, minority-owned companies and women’s business enterprises when a contract is too large for one of these firms to handle individually.
  - 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women’s business enterprises.

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

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

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

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

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

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



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.  
51  
52  
53  
54  
55

1 **X. Personnel and Participant Conditions**

2  
3 **A. Civil Rights**

4  
5 **1. Compliance**

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

13  
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 statuses 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 **3. Land Covenants**

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

35 **4. Section 504**

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

42 **5. Fair Housing**

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

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

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

**6. Benefits to Legal Resident Aliens**

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

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

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

**B. Affirmative Action**

**1. Approved Plan**

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

**2. WBE/MBE**

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

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

**3. Access to Records**

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

**4. Notifications**

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

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

**5. EEO/AA Statement**

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

**6. Subcontract Provisions**

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

**C. Employment Restriction**

**1. Prohibited Activity**

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

**2. Labor Standards**

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

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

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

**3. "Section 3" Clause**

**a. Compliance**

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

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

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

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

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

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

23 **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

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 24  
35 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 **2. Subcontracts**

51 **a. Approvals**

52 The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the  
53  
54

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

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

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

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

**A. Air and Water**

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

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

**B. Flood Disaster Protection**

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

**C. Lead Based Paint**

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

**D. Historic Preservation**

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

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

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

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

F.E.O. 12373 – Interagency Review

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

**XII. SEVERABILITY**

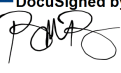
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**





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

**CITY OF COLLEGE PARK, GEORGIA**

DocuSigned by:  
  
000898C83C3E450...  
Bianca Motley Broom, Mayor  
City of College Park

**FULTON COUNTY, GEORGIA**

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


**ATTEST**  
DocuSigned by:  
  
26612A0387EC488...  
Shavala Ames  
City Clerk


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

**DATE:** 05/09/2023

**DATE:** 05/10/2023

**SEAL:** 

DocuSigned by:  
**SEAL:** 

**APPROVED AS TO CONTENT:**  
DocuSigned by:  
  
5E4D76DFB4A0450...  
Stanley Wilson, Director  
Department of Community Development

**APPROVED AS TO FORM:**

DocuSigned by:  
  
1E5E490D168942D...  
Winston Denmark, City Attorney

**APPROVED AS TO FORM:**

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

**DATE:** 05/09/2023

**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
<b>Environmental Review</b>	Completion of Environmental Assessments, submittal, review and approval.	May 2022
<b>Construction Drawings &amp; Specifications</b>	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	May 2022
<b>Solicitation for sealed bids by the City of College Park for Proposal Bids/Offers</b>	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
<b>Bid, Costs and Price Analysis (Specification List)</b>	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
<b>City Award of Bid/Offer</b>	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
<b>Letter to Proceed for Contractor</b>	Award Conference <b>Note: Actual Date Pending Fulton County Notice to Proceed</b>	July 2022
<b>Contract Provisions</b>	Insurance requirements, bonding requirements, CDBG Contract Documents, etc.	July 2022
<b>Contract Administration</b>	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
<b>Contract Start Date of Project</b>	Notice to Proceed	April 2023
<b>Demolition / Clearance activities/Utility Construction</b>	Clear & accurate description of the technical requirements for the project to be demolished/cleared	April 2023
<b>Project Mid-Status</b>	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
<b>Total Project Completion</b>	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) –			
<b>Total for Year 2022</b>		<b>\$244,910.00</b>	<b>\$90,000.00</b>

**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		
<b>TOTAL EXPENSES</b>	<b>\$45,000</b>	<b>\$90,000.00</b>

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):***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>FY 2022 INCOME LIMITS SUMMARY</b>								
<b>As of June 2022</b>								
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

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

**BENEFICIARY DEMOGRAPHICS**

Quarter	Jan 1st – March 31 <sup>st</sup>		April 1 <sup>st</sup> – June 30 <sup>th</sup>		July 1 <sup>st</sup> – Sept 30 <sup>th</sup>		Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>	
<b>Race Categories</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>
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								
<b>TOTAL</b>								

**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 <b>NEW or Continued Access</b> 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 <i>IMPROVED ACCESS</i> to the service or benefit provided by the CDBG funded activity	
<b>TOTAL</b>	

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

<b>Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity</b>	
---	--

Submitted by: \_\_\_\_\_  
Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Name

Date: \_\_\_\_\_

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

Submitted by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

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

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12. Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13. Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
14. During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
15. Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. If the answer to #14 is "yes", are the sub-recipient's written reports:	
a.	Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Adequate in terms of the level of detail? <input type="checkbox"/> Yes <input type="checkbox"/> No
17. Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.	
18. Are the recordkeeping requirements of the CDBG regulations being followed:	
a.	Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No
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		
<b>NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.</b>			
23.	Are financial records kept in accordance with CDBG administrative requirements?		
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
		(1) Retention Requirements (200.333)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Requests for Transfer of Records (200.334)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Methods for collection, transmission and storage of Information (200.335)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Restrictions on public access to records (200.337)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(5) Reporting Requirements (200.327)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(6) Monitoring and Reporting Performance (200.328)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(7) Records on Source and application of funds	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(8) Effective Control and accountability of funds, property and assets	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(9) Comparison of expenditures with budget amounts for each Federal Grant	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(10) Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(11) Written procedures for determining allowability of costs per Subpart E – Cost Principles	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Internal controls (200.303)	
		(1) Effective internal controls (COSO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Evaluates and monitors compliance with federal regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Prompt action for non-compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Safeguards to protect identifiable information designated Sensitive	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(2) Written method for resolution of audit findings? <input type="checkbox"/>	Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
25.	If yes, what types of professional services have been retained?		
	<u>Type of Service</u>		<u>Name of Contractor</u>

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

35.	Does the sub-recipient's accounting system contain the following elements:	
	a.	Chart of accounts <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Cash receipts journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	Cash disbursements journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	d.	Payroll journal <input type="checkbox"/> Yes <input type="checkbox"/> No
e.	General ledger <input type="checkbox"/> Yes <input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	a.	Are journal entries approved and explained / supported? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Are posting and trial balances performed on a regular basis? <input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No	
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	If "yes", explain:	
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Describe areas of weakness:	
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:	
<b>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.</b>		
FINDINGS:		
1.		
2.		
3.		
4.		
5.		
6.		
(ATTACH ADDITIONAL SHEETS AS NECESSARY)		

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

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

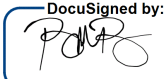
The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2019 CDBG contractual agreement.

	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>

<b>Signature of Authorized Certifying Official</b> DocuSigned by:  X 000898C92C3E460...	<b>Applicant</b> City of College Park
<b>Title</b> Mayor	<b>Date</b> 05/09/2023



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

**I. SCOPE OF SERVICES**

**A. Activities**

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

**B. Description of Activities**

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

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

**C. National Objectives**

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

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

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

**II. TIME OF PERFORMANCE**

**Services of the Sub-recipient shall start on the 1<sup>st</sup> day of January 2022 and shall end on the 31<sup>st</sup> day of December 2024.**

**III. BUDGET**

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

**IV. PAYMENT**

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

1  
2  
3  
4  
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  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23**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  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46**VII. GENERAL CONDITIONS****A. General Compliance**

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

**B. Independent Contractor**

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

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

**C. Hold Harmless**

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

**D. Worker's Compensation**

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

**E. Insurance and Bonding**

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

**F. Grantor Recognition**

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

**G. Amendments**

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

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

**H. Suspension or Termination**

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

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

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  
37 **1. Records to be maintained**

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

- 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  
52 **2. Retention**

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

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  
56

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

22 **4. Progress Report**

23 The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided  
24 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

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

- 34 a. Sub-recipients must avoid purchasing unnecessary items
- 35
- 36 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine  
37 which would be the most economical and practical procurement for the federal government  
38
- 39 c. Solicitations for goods and services provide for all of the following:  
40
- 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.  
55



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

- d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women’s business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
  - 1. Ensure that small businesses, minority-owned companies and women’s business enterprises are used to the fullest extent practicable.
  - 2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women’s business enterprises.
  - 3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women’s business enterprises.
  - 4. Encourage contracting with consortiums of small businesses, minority-owned companies and women’s business enterprises when a contract is too large for one of these firms to handle individually.
  - 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women’s business enterprises.
- e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The “cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting **shall not be used**.
- f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

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

- g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
  - 1. A sub-recipient’s procurement procedures or operation fails to comply with the procurement standards in HUD’s implementation of 2 CFR Part 200 Subpart D.
  - 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  - 3. The procurement, which is expected to exceed the small purchase threshold, specifies a “brand name” product.
  - 4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
  - 5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

1 h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-  
2 Federal entity that is a state agency or agency of a political subdivision of a state and its  
3 contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by  
4 the Resource Conservation and Recovery Act. The requirements of Section 6002 include  
5 procuring only items designated in guidelines of the Environmental Protection Agency (EPA)  
6 at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,  
7 consistent with maintaining a satisfactory level of competition, where the purchase price of  
8 the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal  
9 year exceeded \$10,000; procuring solid waste management services in a manner that  
10 maximizes energy and resource recovery; and establishing an affirmative procurement  
11 program for procurement of recovered materials identified in the EPA guidelines.  
12

13 **3. Travel**

14 The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of  
15 Georgia with funds provided under this Agreement.  
16

17 **4. Use and Reversion of Assets**

18 The use and disposition of real property and equipment under this Agreement shall be in  
19 compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504,  
20 as applicable, which include but are not limited to the following:  
21

- 22 a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts  
23 receivable attributable to the use of funds under this Agreement at the time of expiration,  
24 cancellation or termination.
  
- 25 b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in  
26 part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the  
27 CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of  
28 this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-  
29 recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National  
30 Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount  
31 equal to the current fair market value of the property less any portion of the value attributable  
32 to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such  
33 payment shall constitute program income to the Grantee. The Sub-recipient may retain real  
34 property acquired or improved under this Agreement after the expiration of the five-year  
35 period, or such longer time as the Grantee deems appropriate.
  
- 36 c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement  
37 is sold, the proceeds shall be program income (prorated to reflect the extent to which funds  
38 received under this Agreement were used to acquire the equipment). Equipment not needed  
39 by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee  
40 for the CDBG program or (b) retained after compensating the Grantee (an amount equal to  
41 the current fair market value of the equipment less the percentage of non-CDBG funds used  
42 to acquire the equipment.  
43  
44

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

46  
47 The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property  
48 Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and  
49 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement  
50 and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d)  
51 governing optional relocation policies.

52 The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit  
53 organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or  
54 conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee  
55 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  
15 **2. Nondiscrimination**

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

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

actions by the Department of Housing and Urban Development.

**6. Benefits to Legal Resident Aliens**

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

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

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

**B. Affirmative Action**

**1. Approved Plan**

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

**2. WBE/MBE**

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

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

**3. Access to Records**

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

**4. Notifications**

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

1 employees and applicants for employment.

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

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

6  
7 **6. Subcontract Provisions**

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

11  
12  
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 24  
36 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary  
37 statement of ability to comply with the requirements of these regulations.  
38

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

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

43 **D. Conduct**

44 **1. Assignability**

45 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written  
46 consent of the Grantee thereto; provided, however, that claims for money due or to become due to  
47 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust  
48 company, or other financial institution without such approval. Notice of any such assignment or  
49 transfer shall be furnished promptly to the Grantee.  
50  
51  
52  
53  
54

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

**2. Subcontracts**

**a. Approvals**

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

**b. Monitoring**

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

**c. Content**

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

**d. Selection Process**

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

**3. Hatch Act**

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

**4. Conflict of Interest**

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

**5. Lobbying**

The Sub-recipient hereby certifies that:

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

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

6 d. Lobbying Certification  
7 This certification is a material representation of fact upon which reliance was placed when  
8 this transaction was made or entered into. Submission of this certification is a prerequisite  
9 for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code.  
10 Any person who fails to file the required certification shall be subject to a civil penalty or not  
11 less than \$10,000 and not more than \$100,000 for each such failure.  
12

13 e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award  
14 exceeding \$100,000 must file the required certification. Each tier certifies to the tier above  
15 that it will not and has not used Federal appropriated funds to pay any person or organization  
16 for influencing or attempting to influence an officer or employee of any agency, a member of  
17 Congress, officer or employee of Congress, or an employee of a member of Congress in  
18 connection with obtaining any Federal contract, grant or any other award covered by 31  
19 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes  
20 place in connection with obtaining any Federal award. Such disclosures are forwarded from  
21 tier to tier up to the non-Federal award.  
22

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

24 If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the  
25 recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit  
26 organization regarding the substitution of parties, assignment or performance of experimental,  
27 developmental, or research work under that “funding agreement,” the recipient or sub recipient  
28 must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit  
29 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative  
30 Agreements,” and any implementing regulations issued by the awarding agency.  
31

32 **7. Religious Organization**

33 The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious  
34 activities, to promote religious interest, or for the benefit of a religious organization in accordance  
35 with the Federal regulations specified in 24 CFR 570.200(j).  
36

37 **E. Code of Conduct**

38  
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  
54  
55  
56



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 set, 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.  
56

1  
2  
3  
4  
5  
6  
7  
8

**XII. SEVERABILITY**

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

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

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

**CITY OF HAPEVILLE, GEORGIA**

DocuSigned by:  
*Mayor Allan Hallman*  
49FD9E7A041D47E  
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*  
CB0F67C71C274C2...  
Sharee Steed  
City Clerk

**ATTEST**

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

**DATE:** 04/27/2023  
DS

**DATE:** 04/28/2023

**SEAL:**



**SEAL:**

DocuSigned by:

**APPROVED AS TO CONTENT:**

DocuSigned by:  
*Stanley Wilson*  
5E4B76DFB4A0450...  
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:**  
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
<b>Request for Proposals from Architects/Engineers/Consultants<sup>1</sup></b>	Receive proposal for services - (Architect/Engineering Services)	Completed
<b>Selection of A&amp;E/Consultants by City<sup>1</sup></b>	Approve and proceed Services Awarded	Completed
<b>Design Phase by Architect/Engineer<sup>1</sup></b>	Design/Specifications in process	January 2023-February 2023
<b>Environmental Review<sup>1</sup></b>	Specify Completion Date of w/Annual Update	January 2023-February 2023
<b>Construction Drawings &amp; Request for Proposals by Architect/Engineer<sup>1</sup></b>	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	February 2023
<b>Solicitation for sealed bids by the City of Hapeville for Proposal Bids/Offers<sup>1</sup></b>	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
<b>Costs and Price Analysis (Specification List)<sup>1</sup></b>	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
<b>City Award of Bid/Offer<sup>1</sup></b>	Renovation/Improvement RECORDS - The City of Hapeville will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offeree selection; Justification for lack of competition when bids or offers are not obtained; and Basis for the award cost or price.	March 2023
<b>Letter to Proceed for Contractor<sup>1</sup></b>	Award Conference	April 2023
<b>Contract Administration<sup>1</sup></b>	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
<b>Contract Start Date of Project<sup>1</sup></b>	Notice to Proceed	April 2023
<b>Contract Provisions<sup>1</sup></b>	Insurance requirements, bonding requirements, housing location & care of products, etc.	March 2023
<b>Project Mid-Status<sup>1</sup></b>	Renovation/Improvement (clear & accurate description of the technical requirements for the work to be procured by City of Hapeville	April 2023-May 2023
<b>Project Completion<sup>1</sup></b>	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 1st – June 30 <sup>th</sup>	July 1st – Sept 30 <sup>th</sup>	Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>
Extremely Low Income (0-30% )				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
<b>Total</b>				

**BENEFICIARY DEMOGRAPHICS**

Quarter	Jan 1st – March 31 <sup>st</sup>		April 1 <sup>st</sup> – June 30 <sup>th</sup>		July 1 <sup>st</sup> – Sept 30 <sup>th</sup>		Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>	
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								
<b>TOTAL</b>								

**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 <b>NEW or Continued Access</b> 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 <i>IMPROVED ACCESS</i> to the service or benefit provided by the CDBG funded activity	
<b>TOTAL</b>	

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

<b>Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity</b>	
---	--

**Submitted by:** \_\_\_\_\_  
Name

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_  
Name

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

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

Submitted by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

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

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12. Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13. Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
14. During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
15. Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. If the answer to #14 is "yes", are the sub-recipient's written reports:	
a.	Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Adequate in terms of the level of detail? <input type="checkbox"/> Yes <input type="checkbox"/> No
17. Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.	
18. Are the recordkeeping requirements of the CDBG regulations being followed:	
a.	Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No
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		
<b>NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.</b>			
23.	Are financial records kept in accordance with CDBG administrative requirements?		
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
		(1) Retention Requirements (200.333)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Requests for Transfer of Records (200.334)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Methods for collection, transmission and storage of Information (200.335)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Restrictions on public access to records (200.337)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(5) Reporting Requirements (200.327)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(6) Monitoring and Reporting Performance (200.328)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(7) Records on Source and application of funds	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(8) Effective Control and accountability of funds, property and assets	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(9) Comparison of expenditures with budget amounts for each Federal Grant	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(10) Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(11) Written procedures for determining allowability of costs per Subpart E – Cost Principles	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Internal controls (200.303)	
		(1) Effective internal controls (COSO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Evaluates and monitors compliance with federal regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Prompt action for non-compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Safeguards to protect identifiable information designated Sensitive	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(2) Written method for resolution of audit findings? <input type="checkbox"/>	Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
25.	If yes, what types of professional services have been retained?		
	<u>Type of Service</u>		<u>Name of Contractor</u>

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

35.	Does the sub-recipient's accounting system contain the following elements:	
	a.	Chart of accounts <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Cash receipts journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	Cash disbursements journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	d.	Payroll journal <input type="checkbox"/> Yes <input type="checkbox"/> No
e.	General ledger <input type="checkbox"/> Yes <input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	a.	Are journal entries approved and explained / supported? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Are posting and trial balances performed on a regular basis? <input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No	
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain:	
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Describe areas of weakness:	
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:	
<b>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.</b>		
FINDINGS:		
1.		
2.		
3.		
4.		
5.		
6.		
(ATTACH ADDITIONAL SHEETS AS NECESSARY)		

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



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

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



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

**I. SCOPE OF SERVICES**

**A. Activities**

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

**B. Description of Activities**

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

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

**C. National Objectives**

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

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

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

**II. TIME OF PERFORMANCE**

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

**III. BUDGET**

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

**IV. PAYMENT**

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

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	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 **VI. SPECIAL CONDITIONS**  
7

- 8
- 9 • 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.
  - 10 • 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.
  - 11 • 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.
  - 12 • 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.
  - 13 • 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
- 14  
15  
16  
17  
18  
19  
20  
21  
22

23  
24 **VII. 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 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.

29  
30  
31  
32  
33  
34 **B. Independent Contractor**  
35

36 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.

37  
38  
39  
40  
41  
42  
43 **C. Hold Harmless**  
44

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

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  
12 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in  
13 the performance of this Agreement.  
14

15 **E. Insurance and Bonding**

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

19 **F. Grantor Recognition**

20  
21 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through  
22 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be  
23 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the  
24 support provided herein in all publications made possible with funds made available under this  
25 Agreement.  
26

27 **G. Amendments**

28  
29 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments  
30 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized  
31 representative of both organizations, and approved by the Grantee's governing body. Such  
32 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient  
33 from its obligations under this Agreement.  
34

35 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local  
36 governmental guidelines, policies and available funding amounts, or for other reasons. If such  
37 amendments result in a change in the funding, the scope of service, or schedule of the activities to be  
38 undertaken as part of this Agreement, such modifications will be incorporated only by written  
39 amendment signed by both Grantee and Sub-recipient.  
40

41 **H. Suspension or Termination**

42  
43 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur  
44 if the Sub-recipient materially fails to comply with any term of the award and the award may be  
45 terminated for convenience.  
46

47 Either party may terminate this Agreement at any time by giving written notice to the other party of such  
48 termination and specifying the effective date there of at least 30 days before this effective date of such  
49 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken  
50 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or  
51 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material  
52 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the  
53 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable  
54 compensation for any satisfactory work completed on such documents or materials prior to the  
55 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
- 36 ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of  
37 the CDBG program
- 38 ❖ Records required to determine the eligibility of activities
- 39 ❖ Records required to document the acquisition, improvement, use or disposition of sale  
40 property acquired or improved with CDBG assistance
- 41 ❖ Records documenting compliance with the fair housing and equal opportunity components  
42 of the CDBG program
- 43 ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- 44 ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

#### 45 46 **2. Retention**

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



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

**3. Client Data**

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

**4. Disclosure**

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

**5. Property Records**

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

**6. Close outs**

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

**7. Audit & Inspections**

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

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

**C. Reporting and Payment Procedures**

**1. Program Income**

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

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.  
 20

21                  **D. Procurement**

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

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

- 30                  a. Sub-recipients must avoid purchasing unnecessary items
- 31
- 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
- 34
- 35                  c. Solicitations for goods and services provide for all of the following:
- 36
- 37                        1. A clear and accurate description of the technical requirements for the material, product
- 38                        or service to be procured. In competitive procurements, such a description shall not
- 39                        contain features which unduly restrict competition.
- 40                        2. Requirements which the bidder/offeror must fulfill and all other factors to be used in
- 41                        evaluating bids or proposals.
- 42                        3. A description, whenever practicable, of technical requirements in terms of functions to be
- 43                        performed or performance required, including the range of acceptable characteristics or
- 44                        minimum acceptable standards.
- 45                        4. The specific features of “brand name or equal” descriptions that bidders are required to
- 46                        meet when such items are included in the solicitation.
- 47                        5. The acceptance, to the extent practicable and economically feasible, of products and
- 48                        services dimensioned in the metric system of measurement.
- 49                        6. Preference, to the extent practicable and economically feasible, for products and services
- 50                        that conserve natural resources and protect the environment and are energy efficient.
- 51
- 52                  d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned
- 53                  companies and women’s business enterprises, whenever possible. Recipients of Federal
- 54                  awards shall take all of the following steps to further this goal:
- 55

- 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
- 17 e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable  
18 contracts, purchase orders, and incentive contracts) shall be determined by the recipient but  
19 shall be appropriate for the particular procurement and for promoting the best interest of the  
20 program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of  
21 construction cost" methods of contracting **shall not be used**.
- 22 f. Contracts shall be made only with responsible contractors who possess the potential ability  
23 to perform successfully under the terms and condition of the proposed procurement.  
24 Consideration shall be given to such matters as contractor integrity; compliance with public  
25 policy, including, where applicable, Section 3 of the Housing and Urban Development Act of  
26 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or  
27 accessibility to other necessary resources.

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

- 36
- 37 g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton  
38 County, pre-award review and procurement documents, such as requests for proposals or  
39 invitation for bids, independent cost estimates, etc., when any of the following conditions  
40 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
- 53 h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-  
54 Federal entity that is a state agency or agency of a political subdivision of a state and its  
55 contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by  
56 the Resource Conservation and Recovery Act. The requirements of Section 6002 include

1           procuring only items designated in guidelines of the Environmental Protection Agency (EPA)  
2           at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,  
3           consistent with maintaining a satisfactory level of competition, where the purchase price of  
4           the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal  
5           year exceeded \$10,000; procuring solid waste management services in a manner that  
6           maximizes energy and resource recovery; and establishing an affirmative procurement  
7           program for procurement of recovered materials identified in the EPA guidelines.  
8

9           **3. Travel**

10          The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of  
11          Georgia with funds provided under this Agreement.  
12

13          **4. Use and Reversion of Assets**

14          The use and disposition of real property and equipment under this Agreement shall be in  
15          compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504,  
16          as applicable, which include but are not limited to the following:  
17

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

21           b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in  
22           part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the  
23           CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of  
24           this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-  
25           recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National  
26           Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount  
27           equal to the current fair market value of the property less any portion of the value attributable  
28           to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such  
29           payment shall constitute program income to the Grantee. The Sub-recipient may retain real  
30           property acquired or improved under this Agreement after the expiration of the five-year  
31           period, or such longer time as the Grantee deems appropriate.  
32

33           c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement  
34           is sold, the proceeds shall be program income (prorated to reflect the extent to which funds  
35           received under this Agreement were used to acquire the equipment). Equipment not needed  
36           by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee  
37           for the CDBG program or (b) retained after compensating the Grantee (an amount equal to  
38           the current fair market value of the equipment less the percentage of non-CDBG funds used  
39           to acquire the equipment.  
40

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

42  
43          The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property  
44          Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and  
45          24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement  
46          and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d)  
47          governing optional relocation policies.  
48

49          The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit  
50          organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or  
51          conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee  
52          ordinances, resolutions and policies concerning the displacement of persons from their residences.  
53  
54  
55

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

**X. Personnel and Participant Conditions**

**A. Civil Rights**

**1. Compliance**

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

**2. Nondiscrimination**

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

**3. Land Covenants**

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

**4. Section 504**

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

**5. Fair Housing**

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

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

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
- 7 a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among  
8 others, alien visitors, tourists, diplomats, and students who enter the United States  
9 temporarily with no intention of abandoning their residence in a foreign country;
- 10
- 11 b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry  
12 provisions of the INA];
- 13
- 14 c. an alien who has qualified ... [as a refugee or asylee];
- 15
- 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
- 19 e. an alien within the United States as to whom the Attorney General has withheld deportation  
20 [on the basis of prospective persecution] ...; or
- 21
- 22 f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the  
23 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

34 **2. WBE/MBE**

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

39

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

44

45 **3. Access to Records**

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

50

51 **4. Notifications**

52 The Sub-recipient will send to each labor union or representative of workers with which it has  
53 collective bargaining agreement or other contract or understanding, a notice, to be provided by the  
54 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

14 **C. Employment Restriction**

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

21 **2. Labor Standards**

22 The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance  
23 with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety  
24 Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC  
25 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor  
26 standards insofar as those acts apply to the performance of this Agreement. The Sub recipient  
27 shall maintain documents which shall be made available to the Grantee for review upon request.  
28

29 The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential  
30 property containing less than eight (8) units, all contractors engaged under contracts in excess of  
31 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance  
32 provided under this Agreement, shall comply with Federal requirements adopted by the Grantee  
33 pertaining to such contract and with the applicable requirements of the regulations of the  
34 Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio  
35 apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in  
36 all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.  
37

38 The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors  
39 or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.  
40

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

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

53 The Sub-recipient further agrees to comply with these "Section 3" requirements and to include  
54 the following language in all subcontracts executed under this Agreement:  
55

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 are 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

32 **c. Subcontracts**

33 The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate  
34 action pursuant to the subcontract upon finding that the subcontractor is in violation of  
35 regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity  
36 where it has notice or knowledge that the latter has found in violation of regulations under 24  
37 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary  
38 statement of ability to comply with the requirements of these regulations.  
39

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

41 The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan  
42 attached as Exhibit F.  
43

44 **D. Conduct**

45 **1. Assignability**

46 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written  
47 consent of the Grantee thereto; provided, however, that claims for money due or to become due to  
48 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust  
49 company, or other financial institution without such approval. Notice of any such assignment or  
50 transfer shall be furnished promptly to the Grantee.  
51

52 **2. Subcontracts**  
53  
54



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

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

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

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

35  
36                   **5. Lobbying**  
37  
38                   The Sub-recipient hereby certifies that:

- 39                   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any  
40                   person for influencing or attempting to influence an officer or employee or an agency, a  
41                   member of Congress, an officer or employee of Congress, or an employee of a member of  
42                   Congress in connection with the awarding of any Federal contract, the making of any Federal  
43                   grant, the making of any Federal loan, the entering into of any cooperative agreement, and  
44                   the extension, continuation, renewal, amendment, or modification of any Federal contract,  
45                   grant, loan or cooperative agreement.
- 46                   b. If any funds other than Federal appropriated funds have been paid or will be paid to any  
47                   person for influencing or attempting to influence an officer or employee of any agency, a  
48                   member of Congress, an officer or employee of Congress, or an employee of a Member of  
49                   Congress in connection with this Federal contract, grant, loan or cooperative agreement, it  
50                   will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in  
51                   accordance with its instruction.
- 52  
53                   c. It will require that the language of paragraph (d) of this certification be included in the award  
54                   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 in accordance  
33 with the Federal regulations specified in 24 CFR 570.200(j).  
34

35 **E. Code of Conduct**

36  
37 The sub-recipient shall maintain written standards of conduct governing the performance of its  
38 employees engaged in the award and administration of contracts. No employee, officer, or agent shall  
39 participate in the selection, award, or administration of a contract supported by Federal funds if a real  
40 or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or  
41 agent, any member of his or her immediate family, his or her partner, or an organization which employs  
42 or is about to employ any of the parties indicated herein, has a financial or other interest in the company  
43 selected for an award.  
44

45 The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities,  
46 favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-  
47 recipients may set standards for situations in which the financial interest is not substantial or the gift is  
48 an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to  
49 be applied for violations of such standards by officers, employees, or agents of the sub-recipient.  
50

51 **XI. ENVIRONMENTAL CONDITIONS**

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

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

**A. Air and Water**

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

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

**B. Flood Disaster Protection**

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

**C. Lead Based Paint**

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

**D. Historic Preservation**

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

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

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

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

F.E.O. 12373 – Interagency Review

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

**XII. SEVERABILITY**

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

1  
2

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**CITY OF FAIRBURN, GEORGIA**

DocuSigned by:

*Mario Avery*

67F300A97893473...

Mario B. Avery, Mayor  
City of Fairburn

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**ATTEST**

DocuSigned by:

*Brenda James*

8F7330CB61C7480...

Brenda James  
City Clerk

**ATTEST**

DocuSigned by:

*Tonya Grier*

EEC478C4837648D...

Tonya A. Grier, Clerk to the Commission

**DATE:** 04/21/2023

**DATE:** 04/21/2023

**SEAL:**

DocuSigned by:



**SEAL:**

DocuSigned by:



**APPROVED AS TO CONTENT:**

DocuSigned by:

*Stanley Wilson*

5E4D78DFB4A0450...

Stanley Wilson, Director  
Department of Community Development

**APPROVED AS TO FORM:**

DocuSigned by:

*Rory K. Starkey*

EB6502D3DAE7487...

Rory K. Starkey, City Attorney

**APPROVED AS TO FORM:**

DocuSigned by:

*David Lowman*

0EG92EDADEFB4B8...

Office of the County Attorney

**DATE:** 04/21/2023

**DATE:** 04/21/2023

1

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

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

**REIMBURSEMENT EXPENDITURE SCHEDULE**

<b>Municipality Expenses</b>	<b>May-October Projections</b>	<b>Total Operating Budget</b>
<b>Construction Costs</b>		
▪ Labor	<b>\$311,850</b>	<b>\$311,850</b>
▪ Equipment/Supplies		
<b>TOTAL EXPENSES</b>		<b>\$311,850</b>

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):***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>FY 2022 INCOME LIMITS SUMMARY</b>								
<b>As of June 2022</b>								
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

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

**BENEFICIARY DEMOGRAPHICS**

Quarter	Jan 1st – March 31 <sup>st</sup>		April 1 <sup>st</sup> – June 30 <sup>th</sup>		July 1 <sup>st</sup> – Sept 30 <sup>th</sup>		Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>	
<b>Race Categories</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>
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								
<b>TOTAL</b>								

**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 <b>NEW or Continued Access</b> 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 <i>IMPROVED ACCESS</i> to the service or benefit provided by the CDBG funded activity	
<b>TOTAL</b>	

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

<b>Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity</b>	
---	--

**Submitted by:** \_\_\_\_\_  
Name

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_  
Name

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

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

Submitted by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

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

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12. Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13. Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
14. During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
15. Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. If the answer to #14 is "yes", are the sub-recipient's written reports:	
a.	Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Adequate in terms of the level of detail? <input type="checkbox"/> Yes <input type="checkbox"/> No
17. Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.	
18. Are the recordkeeping requirements of the CDBG regulations being followed:	
a.	Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No
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		
<b>NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.</b>			
23.	Are financial records kept in accordance with CDBG administrative requirements?		
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
		(1) Retention Requirements (200.333)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Requests for Transfer of Records (200.334)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Methods for collection, transmission and storage of Information (200.335)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Restrictions on public access to records (200.337)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(5) Reporting Requirements (200.327)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(6) Monitoring and Reporting Performance (200.328)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(7) Records on Source and application of funds	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(8) Effective Control and accountability of funds, property and assets	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(9) Comparison of expenditures with budget amounts for each Federal Grant	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(10) Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(11) Written procedures for determining allowability of costs per Subpart E – Cost Principles	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Internal controls (200.303)	
		(1) Effective internal controls (COSO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Evaluates and monitors compliance with federal regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Prompt action for non-compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Safeguards to protect identifiable information designated Sensitive	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(2) Written method for resolution of audit findings? <input type="checkbox"/>	Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
25.	If yes, what types of professional services have been retained?		
	<u>Type of Service</u>		<u>Name of Contractor</u>

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



35.	Does the sub-recipient's accounting system contain the following elements:	
	a.	Chart of accounts <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Cash receipts journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	Cash disbursements journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	d.	Payroll journal <input type="checkbox"/> Yes <input type="checkbox"/> No
e.	General ledger <input type="checkbox"/> Yes <input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	a.	Are journal entries approved and explained / supported? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Are posting and trial balances performed on a regular basis? <input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No	
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	If "yes", explain:	
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Describe areas of weakness:	
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:	
<b>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.</b>		
FINDINGS:		
1.		
2.		
3.		
4.		
5.		
6.		
(ATTACH ADDITIONAL SHEETS AS NECESSARY)		

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

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

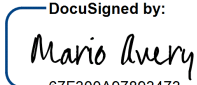
### EXHIBIT G: 2 CFR Part 200

**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>

<b>Signature of Authorized Certifying Official</b> <small>DocuSigned by:</small>  X <small>67F300A87803473...</small>	<b>Applicant</b> City of Fairburn
<b>Title</b> Mayor	<b>Date</b> 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  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55

**I. SCOPE OF SERVICES**

**A. Activities**

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

**B. Description of Activities**

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

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

**C. National Objectives**

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

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

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

**II. TIME OF PERFORMANCE**

**Services of the Sub-recipient shall start on the 1<sup>st</sup> day of January 2022 and shall end on the 31<sup>st</sup> day of December 2024.**

**III. BUDGET**

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

**IV. PAYMENT**

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

1  
2  
3  
4  
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  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23**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  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46**VII. GENERAL CONDITIONS****A. General Compliance**

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

**B. Independent Contractor**

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



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

**C. Hold Harmless**

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

**D. Worker's Compensation**

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

**E. Insurance and Bonding**

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

**F. Grantor Recognition**

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

**G. Amendments**

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

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

**H. Suspension or Termination**

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

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

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  
37 **1. Records to be maintained**

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

- 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  
52 **2. Retention**

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

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  
56

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

22 **4. Progress Report**

23 The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided  
24 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

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

- 34 a. Sub-recipients must avoid purchasing unnecessary items
- 35
- 36 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine
- 37 which would be the most economical and practical procurement for the federal government
- 38
- 39 c. Solicitations for goods and services provide for all of the following:
- 40
- 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
- 45 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in
- 46 evaluating bids or proposals.
- 47
- 48 3. A description, whenever practicable, of technical requirements in terms of functions to be
- 49 performed or performance required, including the range of acceptable characteristics or
- 50 minimum acceptable standards.
- 51
- 52 4. The specific features of "brand name or equal" descriptions that bidders are required to
- 53 meet when such items are included in the solicitation.
- 54
- 55 5. The acceptance, to the extent practicable and economically feasible, of products and
- services dimensioned in the metric system of measurement.
- 6. Preference, to the extent practicable and economically feasible, for products and services
- that conserve natural resources and protect the environment and are energy efficient.

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

- d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women’s business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
  - 1. Ensure that small businesses, minority-owned companies and women’s business enterprises are used to the fullest extent practicable.
  - 2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women’s business enterprises.
  - 3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women’s business enterprises.
  - 4. Encourage contracting with consortiums of small businesses, minority-owned companies and women’s business enterprises when a contract is too large for one of these firms to handle individually.
  - 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women’s business enterprises.
- e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The “cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting **shall not be used**.
- f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

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

- g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
  - 1. A sub-recipient’s procurement procedures or operation fails to comply with the procurement standards in HUD’s implementation of 2 CFR Part 200 Subpart D.
  - 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  - 3. The procurement, which is expected to exceed the small purchase threshold, specifies a “brand name” product.
  - 4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
  - 5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

1 h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-  
2 Federal entity that is a state agency or agency of a political subdivision of a state and its  
3 contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by  
4 the Resource Conservation and Recovery Act. The requirements of Section 6002 include  
5 procuring only items designated in guidelines of the Environmental Protection Agency (EPA)  
6 at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,  
7 consistent with maintaining a satisfactory level of competition, where the purchase price of  
8 the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal  
9 year exceeded \$10,000; procuring solid waste management services in a manner that  
10 maximizes energy and resource recovery; and establishing an affirmative procurement  
11 program for procurement of recovered materials identified in the EPA guidelines.  
12

13 **3. Travel**

14 The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of  
15 Georgia with funds provided under this Agreement.  
16

17 **4. Use and Reversion of Assets**

18 The use and disposition of real property and equipment under this Agreement shall be in  
19 compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504,  
20 as applicable, which include but are not limited to the following:  
21

- 22 a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts  
23 receivable attributable to the use of funds under this Agreement at the time of expiration,  
24 cancellation or termination.
  
- 25 b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in  
26 part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the  
27 CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of  
28 this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-  
29 recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National  
30 Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount  
31 equal to the current fair market value of the property less any portion of the value attributable  
32 to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such  
33 payment shall constitute program income to the Grantee. The Sub-recipient may retain real  
34 property acquired or improved under this Agreement after the expiration of the five-year  
35 period, or such longer time as the Grantee deems appropriate.
  
- 36 c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement  
37 is sold, the proceeds shall be program income (prorated to reflect the extent to which funds  
38 received under this Agreement were used to acquire the equipment). Equipment not needed  
39 by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee  
40 for the CDBG program or (b) retained after compensating the Grantee (an amount equal to  
41 the current fair market value of the equipment less the percentage of non-CDBG funds used  
42 to acquire the equipment.  
43  
44

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

46  
47 The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property  
48 Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and  
49 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement  
50 and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d)  
51 governing optional relocation policies.

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

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

**X. Personnel and Participant Conditions**

**A. Civil Rights**

**1. Compliance**

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

**2. Nondiscrimination**

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

**3. Land Covenants**

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

**4. Section 504**

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

**5. Fair Housing**

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

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

actions by the Department of Housing and Urban Development.

**6. Benefits to Legal Resident Aliens**

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

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

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

**B. Affirmative Action**

**1. Approved Plan**

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

**2. WBE/MBE**

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

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

**3. Access to Records**

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

**4. Notifications**

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



1 employees and applicants for employment.

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

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

6  
7 **6. Subcontract Provisions**

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

11  
12  
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 24  
36 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary  
37 statement of ability to comply with the requirements of these regulations.  
38

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

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

43 **D. Conduct**

44 **1. Assignability**

45 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written  
46 consent of the Grantee thereto; provided, however, that claims for money due or to become due to  
47 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust  
48 company, or other financial institution without such approval. Notice of any such assignment or  
49 transfer shall be furnished promptly to the Grantee.  
50  
51  
52  
53  
54

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

**2. Subcontracts**

**a. Approvals**

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

**b. Monitoring**

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

**c. Content**

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

**d. Selection Process**

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

**3. Hatch Act**

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

**4. Conflict of Interest**

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

**5. Lobbying**

The Sub-recipient hereby certifies that:

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

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

6 d. Lobbying Certification  
7 This certification is a material representation of fact upon which reliance was placed when  
8 this transaction was made or entered into. Submission of this certification is a prerequisite  
9 for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code.  
10 Any person who fails to file the required certification shall be subject to a civil penalty or not  
11 less than \$10,000 and not more than \$100,000 for each such failure.  
12

13 e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award  
14 exceeding \$100,000 must file the required certification. Each tier certifies to the tier above  
15 that it will not and has not used Federal appropriated funds to pay any person or organization  
16 for influencing or attempting to influence an officer or employee of any agency, a member of  
17 Congress, officer or employee of Congress, or an employee of a member of Congress in  
18 connection with obtaining any Federal contract, grant or any other award covered by 31  
19 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes  
20 place in connection with obtaining any Federal award. Such disclosures are forwarded from  
21 tier to tier up to the non-Federal award.  
22

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

24 If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the  
25 recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit  
26 organization regarding the substitution of parties, assignment or performance of experimental,  
27 developmental, or research work under that “funding agreement,” the recipient or sub recipient  
28 must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit  
29 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative  
30 Agreements,” and any implementing regulations issued by the awarding agency.  
31

32 **7. Religious Organization**

33 The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious  
34 activities, to promote religious interest, or for the benefit of a religious organization in accordance  
35 with the Federal regulations specified in 24 CFR 570.200(j).  
36

37 **E. Code of Conduct**

38  
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  
54  
55  
56

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 set, 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.  
56

1  
2  
3  
4  
5  
6  
7  
8

**XII. SEVERABILITY**

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

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

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

**CITY OF HAPEVILLE, GEORGIA**

DocuSigned by:  
*Mayor Allan Hallman*  
49FD9E7A041D47E  
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*  
CB0F67C71C274C2...  
Sharee Steed  
City Clerk

**ATTEST**

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

**DATE:** 04/27/2023  
DS

**DATE:** 04/28/2023

**SEAL:**



**SEAL:**

DocuSigned by:

**APPROVED AS TO CONTENT:**

DocuSigned by:  
*Stanley Wilson*  
5E4B76DFB4A0450...  
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:**  
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
<b>Request for Proposals from Architects/Engineers/Consultants<sup>1</sup></b>	Receive proposal for services - (Architect/Engineering Services)	Completed
<b>Selection of A&amp;E/Consultants by City<sup>1</sup></b>	Approve and proceed Services Awarded	Completed
<b>Design Phase by Architect/Engineer<sup>1</sup></b>	Design/Specifications in process	January 2023-February 2023
<b>Environmental Review<sup>1</sup></b>	Specify Completion Date of w/Annual Update	January 2023-February 2023
<b>Construction Drawings &amp; Request for Proposals by Architect/Engineer<sup>1</sup></b>	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	February 2023
<b>Solicitation for sealed bids by the City of Hapeville for Proposal Bids/Offers<sup>1</sup></b>	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
<b>Costs and Price Analysis (Specification List)<sup>1</sup></b>	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
<b>City Award of Bid/Offer<sup>1</sup></b>	Renovation/Improvement RECORDS - The City of Hapeville will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offeree selection; Justification for lack of competition when bids or offers are not obtained; and Basis for the award cost or price.	March 2023
<b>Letter to Proceed for Contractor<sup>1</sup></b>	Award Conference	April 2023
<b>Contract Administration<sup>1</sup></b>	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
<b>Contract Start Date of Project<sup>1</sup></b>	Notice to Proceed	April 2023
<b>Contract Provisions<sup>1</sup></b>	Insurance requirements, bonding requirements, housing location & care of products, etc.	March 2023
<b>Project Mid-Status<sup>1</sup></b>	Renovation/Improvement (clear & accurate description of the technical requirements for the work to be procured by City of Hapeville)	April 2023-May 2023
<b>Project Completion<sup>1</sup></b>	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):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>FY 2022 INCOME LIMITS SUMMARY</b>								
<b>As of June 2022</b>								
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

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

**BENEFICIARY DEMOGRAPHICS**

Quarter	Jan 1st – March 31 <sup>st</sup>		April 1 <sup>st</sup> – June 30 <sup>th</sup>		July 1 <sup>st</sup> – Sept 30 <sup>th</sup>		Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>	
<b>Race Categories</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>
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								
<b>TOTAL</b>								

**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 <b>NEW or Continued Access</b> 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 <i>IMPROVED ACCESS</i> to the service or benefit provided by the CDBG funded activity	
<b>TOTAL</b>	

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

<b>Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity</b>	
---	--

**Submitted by:** \_\_\_\_\_  
Name

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_  
Name

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

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

Submitted by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

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

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12. Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13. Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
14. During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
15. Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. If the answer to #14 is "yes", are the sub-recipient's written reports:	
a.	Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Adequate in terms of the level of detail? <input type="checkbox"/> Yes <input type="checkbox"/> No
17. Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.	
18. Are the recordkeeping requirements of the CDBG regulations being followed:	
a.	Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No
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		
<b>NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.</b>			
23.	Are financial records kept in accordance with CDBG administrative requirements?		
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
		(1) Retention Requirements (200.333)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Requests for Transfer of Records (200.334)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Methods for collection, transmission and storage of Information (200.335)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Restrictions on public access to records (200.337)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(5) Reporting Requirements (200.327)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(6) Monitoring and Reporting Performance (200.328)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(7) Records on Source and application of funds	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(8) Effective Control and accountability of funds, property and assets	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(9) Comparison of expenditures with budget amounts for each Federal Grant	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(10) Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(11) Written procedures for determining allowability of costs per Subpart E – Cost Principles	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Internal controls (200.303)	
		(1) Effective internal controls (COSO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Evaluates and monitors compliance with federal regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Prompt action for non-compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Safeguards to protect identifiable information designated Sensitive	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(2) Written method for resolution of audit findings? <input type="checkbox"/>	Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
25.	If yes, what types of professional services have been retained?		
	<u>Type of Service</u>		<u>Name of Contractor</u>

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

35.	Does the sub-recipient's accounting system contain the following elements:	
	a.	Chart of accounts <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Cash receipts journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	Cash disbursements journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	d.	Payroll journal <input type="checkbox"/> Yes <input type="checkbox"/> No
e.	General ledger <input type="checkbox"/> Yes <input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	a.	Are journal entries approved and explained / supported? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Are posting and trial balances performed on a regular basis? <input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No	
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	If "yes", explain:	
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Describe areas of weakness:	
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:	
<b>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.</b>		
FINDINGS:		
1.		
2.		
3.		
4.		
5.		
6.		
(ATTACH ADDITIONAL SHEETS AS NECESSARY)		

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

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

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



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

**I. SCOPE OF SERVICES**

**A. Activities**

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

**B. Description of Activities**

*Improvements to the Green Springs and Palmetto Springs Pump Stations located at Green Springs Drive / Palmetto Springs Drive, Palmetto, Georgia.*

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

**C. National Objectives**

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

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

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

**II. TIME OF PERFORMANCE**

**Services of the Sub-recipient shall start on the 1<sup>st</sup> day of January 2022 and shall end on the 31<sup>st</sup> day of December 2024.**

**III. BUDGET**

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

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **\$239,425.00** and **Expenses for eligible activities shall be retroactive to January 1, 2022.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

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

5  
6 **VI. SPECIAL CONDITIONS**  
7

- 8
- 9 • 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.
  - 10
  - 11 • 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.
  - 12
  - 13 • 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.
  - 14
  - 15 • 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.
  - 16
  - 17 • 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
  - 18
  - 19
  - 20
  - 21
  - 22

23  
24 **VII. 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 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.

34  
35 **B. Independent Contractor**  
36

37 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.

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

**C. Hold Harmless**

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

**D. Worker's Compensation**

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

**E. Insurance and Bonding**

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

**F. Grantor Recognition**

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

**G. Amendments**

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

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

**H. Suspension or Termination**

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

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or

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.  
15

16 **VIII. ADMINISTRATIVE REQUIREMENTS**

17  
18 **A. Financial Management**

19  
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.  
27

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.  
32

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

34  
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:  
39

- 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  
50

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 **4. Disclosure**

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

### 21 **5. Property Records**

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

### 27 **6. Close outs**

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

### 34 **7. Audit & Inspections**

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

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

## 47 **C. Reporting and Payment Procedures**

### 48 **1. Program Income**

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

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.

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.  
31

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

- 33
- 34 a. Sub-recipients must avoid purchasing unnecessary items
  - 35
  - 36 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine  
37 which would be the most economical and practical procurement for the federal government  
38
  - 39 c. Solicitations for goods and services provide for all of the following:  
40
    - 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.  
55

- 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 f. Contracts shall be made only with responsible contractors who possess the potential ability  
26 to perform successfully under the terms and condition of the proposed procurement.  
27 Consideration shall be given to such matters as contractor integrity; compliance with public  
28 policy, including, where applicable, Section 3 of the Housing and Urban Development Act of  
29 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or  
30 accessibility to other necessary resources.

31  
32 A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-  
33 wide exclusions in the System for Award Management (SAM), in accordance with the OMB  
34 guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,  
35 p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM  
36 Exclusions contains the names of parties debarred, suspended, or otherwise excluded by  
37 agencies, as well as parties declared negligible under statutory or regulatory authority other  
38 than Executive Order 12549.

39  
40 g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton  
41 County, pre-award review and procurement documents, such as requests for proposals or  
42 invitation for bids, independent cost estimates, etc., when any of the following conditions  
43 apply:

- 44 1. A sub-recipient's procurement procedures or operation fails to comply with the  
45 procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
- 46 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at  
47 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only  
48 one bid or offer is received in response to a solicitation;
- 49 3. The procurement, which is expected to exceed the small purchase threshold, specifies a  
50 "brand name" product.
- 51 4. The proposed award over the small purchase threshold is to be awarded to other than the  
52 apparent low bidder under sealed bid procurement.
- 53 5. A proposed contract modification changes the scope of a contract or increases the contract  
54 amount by more than the amount of the small purchase threshold.

55  
56 h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-

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

11  
12 **3. Travel**

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

15  
16 **4. Use and Reversion of Assets**

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

- 20 a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts  
21 receivable attributable to the use of funds under this Agreement at the time of expiration,  
22 cancellation or termination.
- 23  
24 b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in  
25 part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the  
26 CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of  
27 this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-  
28 recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National  
29 Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount  
30 equal to the current fair market value of the property less any portion of the value attributable  
31 to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such  
32 payment shall constitute program income to the Grantee. The Sub-recipient may retain real  
33 property acquired or improved under this Agreement after the expiration of the five-year  
34 period, or such longer time as the Grantee deems appropriate.
- 35  
36 c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement  
37 is sold, the proceeds shall be program income (prorated to reflect the extent to which funds  
38 received under this Agreement were used to acquire the equipment). Equipment not needed  
39 by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee  
40 for the CDBG program or (b) retained after compensating the Grantee (an amount equal to  
41 the current fair market value of the equipment less the percentage of non-CDBG funds used  
42 to acquire the equipment.

43  
44 **IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement**

45  
46 The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property  
47 Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and  
48 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement  
49 and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d)  
50 governing optional relocation policies.

51  
52 The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit  
53 organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or  
54 conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee  
55 ordinances, resolutions and policies concerning the displacement of persons from their residences.



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

**X. Personnel and Participant Conditions**

**A. Civil Rights**

**1. Compliance**

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

**2. Nondiscrimination**

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

**3. Land Covenants**

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

**4. Section 504**

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

**5. Fair Housing**

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

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further

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
- 14 b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry
- 15 provisions of the INA];
- 16
- 17 c. an alien who has qualified ... [as a refugee or asylee];
- 18
- 19 d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney
- 20 General’s parole authority] ...;
- 21
- 22 e. an alien within the United States as to whom the Attorney General has withheld deportation
- 23 [on the basis of prospective persecution] ...; or
- 24
- 25 f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the
- 26 Immigration and Nationality Act

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

28 **B. Affirmative Action**

29 **1. Approved Plan**

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

36 **2. WBE/MBE**

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

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

46 **3. Access to Records**

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

52 **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

7 **5. EEO/AA Statement**

8 The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf  
9 of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.  
10

11 **6. Subcontract Provisions**

12 The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative  
13 Action, in every subcontract or purchase order, specifically or by references, so that such provision  
14 will be binding upon each of its own sub-recipients or subcontractors.  
15

16  
17 **C. Employment Restriction**  
18

19 **1. Prohibited Activity**

20 The Sub-recipient is prohibited from using funds provided herein or personnel employed in the  
21 administration of the program for: political activities; sectarian or religious activities; lobbying,  
22 political patronage, and nepotism activities.  
23

24 **2. Labor Standards**

25 The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance  
26 with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety  
27 Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC  
28 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor  
29 standards insofar as those acts apply to the performance of this Agreement. The Sub recipient  
30 shall maintain documents which shall be made available to the Grantee for review upon request.  
31

32 The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential  
33 property containing less than eight (8) units, all contractors engaged under contracts in excess of  
34 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance  
35 provided under this Agreement, shall comply with Federal requirements adopted by the Grantee  
36 pertaining to such contract and with the applicable requirements of the regulations of the  
37 Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio  
38 apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in  
39 all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.  
40

41 The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors  
42 or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.  
43

44 **3. "Section 3" Clause**

45 **a. Compliance**

46 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all  
47 applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be  
48 a condition of the Federal financial assistance under this Agreement and binding upon the  
49 Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors.  
50 Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the  
51 Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those  
52 sanctions specified by the Agreement through which Federal assistance is provided. The Sub-  
53 recipient certifies and agrees that no contractual or other disability exists which would prevent  
54 compliance with these requirements.  
55

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:  
3

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.”  
11

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 are 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.  
34

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.  
42

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.  
46

47 **D. Conduct**

48 **1. Assignability**

49 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written  
50 consent of the Grantee thereto; provided, however, that claims for money due or to become due to  
51 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust  
52 company, or other financial institution without such approval. Notice of any such assignment or  
53 transfer shall be furnished promptly to the Grantee.  
54

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

**2. Subcontracts**

**a. Approvals**

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

**b. Monitoring**

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

**c. Content**

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

**d. Selection Process**

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

**3. Hatch Act**

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

28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54

**4. Conflict of Interest**

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

**5. Lobbying**

The Sub-recipient hereby certifies that:

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

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

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

d. **Lobbying Certification**

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

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

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

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

**7. Religious Organization**

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization is 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

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

6 **A. Air and Water**

7 The Sub recipient agrees to comply with the following requirements insofar as they apply to the  
8 performance of this Agreement:  
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 set, 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.  
54  
55  
56

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*  
6F6102C5166542C...  
\_\_\_\_\_  
J. Clark Boddie, Mayor  
City of Palmetto

**FULTON COUNTY, GEORGIA**

DocuSigned by:  
*Robert L. Pitts*  
T4E1B4A3F6A44A...  
\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**ATTEST**


DocuSigned by:  
*Cynthia Hanson*  
AE3EEB2138F94E6...  
\_\_\_\_\_  
Cynthia Hanson  
City Clerk


**ATTEST**

DocuSigned by:  
*Tonya Grier*  
EEC476C4837648D...  
\_\_\_\_\_  
Tonya R. Grier, Clerk to the Commission

**DATE:** 05/02/2023

**DATE:** 05/04/2023

**SEAL:** DocuSigned by:  


**SEAL:** DocuSigned by:  


**APPROVED AS TO CONTENT:**

DocuSigned by:  
*Stanley Wilson*  
5E4D76DFFB4A0450...  
\_\_\_\_\_  
Stanley Wilson, Director  
Department of Community Development

**APPROVED AS TO FORM:**

DocuSigned by:  
*Dennis Davenport*  
3A95EE4C790E45B...  
\_\_\_\_\_  
Dennis Davenport, Attorney  
City of Palmetto

**APPROVED AS TO FORM:**

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

**DATE:** 05/02/2023

**DATE:** 05/02/2023

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

**Fulton County Community Development Block Grant Program**  
**ATTACHMENT A- 2022 Project Description**  
**City of Palmetto– Green Springs and Palmetto Springs Pump Station**

*The design installation and start up procedures for the installation of structural, mechanical, electrical and processes required for the Green Springs and Palmetto. It will also include demolition and abandonment of existing pump station components will include the installation of the new force main to connect to the existing force main. This will allow the expansion of housing development within the Green Springs and Palmetto Springs basin areas which will provide additional housing opportunities for the City of Palmetto. The \$311,850 will cover a large portion of procurement, equipment purchase and/ installation of the new pump station.*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

**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 <sup>1</sup>		
Selection of A&E/Consultants by City <sup>1</sup>		
Design Phase by Architect/Engineer <sup>1</sup>		
Environmental Review <sup>1</sup>		
Construction Drawings & Request for Proposals by Architect/Engineer <sup>1</sup>		
Solicitation for sealed bids by the City of Palmetto for Proposal Bids/Offer <sup>1</sup>		June 2023
Costs and Price Analysis (Specification List) <sup>1</sup>		July 2023
City Award of Bid/Offer <sup>1</sup>		August 2023
Letter to Proceed for Contractor <sup>1</sup>		August 2023
Contract Administration <sup>1</sup>		August 2023
Contract Start Date of Project <sup>1</sup>		September 2023
Contract Provisions <sup>1</sup>		
Project Mid-Status <sup>1</sup>		February 2024
Total Project Completion for entire project		September 2024

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

**Fulton County Community Development Block Grant Program  
ATTACHMENT C:  
2022 PROJECT BUDGET & REIMBURSEMENT SCHEDULE  
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	\$
<b>Total for Year –</b>	<b>09/17/2023</b>	<b>\$239,425.00</b>	<b>\$</b>

**REIMBURSEMENT EXPENDITURE SCHEDULE**

Municipality Expenses	July-September Projections	Total Operating Budget
<b>Construction Costs</b>		
▪ Labor		
▪ Equipment/Supplies	<b>\$239,425</b>	<b>\$239,425</b>
<b>TOTAL EXPENSES</b>		<b>\$239,425</b>

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

Reimbursement No.1 in the amount of \$79,808 to be submitted in July.
Reimbursement No.2 in the amount of \$79,808 to be submitted in August.
Reimbursement No.3 in the amount of \$79,809 to be submitted in 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):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>FY 2022 INCOME LIMITS SUMMARY</b>								
<b>As of June 2022</b>								
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

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

**BENEFICIARY DEMOGRAPHICS**

Quarter	Jan 1st – March 31 <sup>st</sup>		April 1 <sup>st</sup> – June 30 <sup>th</sup>		July 1 <sup>st</sup> – Sept 30 <sup>th</sup>		Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>	
<b>Race Categories</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>
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							
<b>TOTAL</b>							

**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 <b>NEW or Continued Access</b> 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 <i>IMPROVED ACCESS</i> to the service or benefit provided by the CDBG funded activity	
<b>TOTAL</b>	

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

<b>Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity</b>	
---	--

Submitted by: \_\_\_\_\_  
Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

## 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  1 = Flexible Subsidy	3 = Public/Indian Housing  A = Development		4 = Homeless Assistance  5 = HOME	8 = CDBG State Administered  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> <b>Availability/Accessibility</b>	<u>Outcome 2:</u> <b>Affordability</b>	<u>Outcome 3:</u> <b>Sustainability</b>
<b><u>Objective #1:</u> Suitable Living Environment</b>	<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
<b><u>Objective #2:</u> Decent Housing</b>	<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
<b><u>Objective #3:</u> Economic Opportunity</b>	<input type="checkbox"/> Accessibility for the purpose of creating Economic Opportunities	<input type="checkbox"/> Affordability for the purpose of creating Economic Opportunities	<input type="checkbox"/> Sustainability for the purpose of creating Economic Opportunities

Submitted by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

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

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12. Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13. Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
14. During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
15. Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. If the answer to #14 is "yes", are the sub-recipient's written reports:	
a.	Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Adequate in terms of the level of detail? <input type="checkbox"/> Yes <input type="checkbox"/> No
17. Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.	
18. Are the recordkeeping requirements of the CDBG regulations being followed:	
a.	Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No
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		
<b>NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.</b>			
23.	Are financial records kept in accordance with CDBG administrative requirements?		
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
		(1) Retention Requirements (200.333)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Requests for Transfer of Records (200.334)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Methods for collection, transmission and storage of Information (200.335)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Restrictions on public access to records (200.337)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(5) Reporting Requirements (200.327)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(6) Monitoring and Reporting Performance (200.328)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(7) Records on Source and application of funds	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(8) Effective Control and accountability of funds, property and assets	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(9) Comparison of expenditures with budget amounts for each Federal Grant	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(10) Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(11) Written procedures for determining allowability of costs per Subpart E – Cost Principles	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Internal controls (200.303)	
		(1) Effective internal controls (COSO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Evaluates and monitors compliance with federal regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Prompt action for non-compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Safeguards to protect identifiable information designated Sensitive	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(2) Written method for resolution of audit findings? <input type="checkbox"/>	Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
25.	If yes, what types of professional services have been retained?		
	<u>Type of Service</u>		<u>Name of Contractor</u>

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

35.	Does the sub-recipient's accounting system contain the following elements:	
	a.	Chart of accounts <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Cash receipts journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	Cash disbursements journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	d.	Payroll journal <input type="checkbox"/> Yes <input type="checkbox"/> No
e.	General ledger <input type="checkbox"/> Yes <input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	a.	Are journal entries approved and explained / supported? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Are posting and trial balances performed on a regular basis? <input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No	
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	If "yes", explain:	
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Describe areas of weakness:	
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:	
<b>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.</b>		
FINDINGS:		
1.		
2.		
3.		
4.		
5.		
6.		
(ATTACH ADDITIONAL SHEETS AS NECESSARY)		

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

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

<b>Signature of Authorized Certifying Official</b> DocuSigned by: X <i>Mayor J. Clark Boddie</i> <small>6F6102C5168542C...</small>	<b>Applicant</b> City of Palmetto
<b>Title</b> Mayor	<b>Date</b> 05/02/2023



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

**I. SCOPE OF SERVICES**

**A. Activities**

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

**B. Description of Activities**

*Improvements to the Bryan Park located at 1467 Bryan Avenue, East Point Georgia 30344.*

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

**C. National Objectives**

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

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

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

**II. TIME OF PERFORMANCE**

**Services of the Sub-recipient shall start on the 1<sup>st</sup> day of January 2022 and shall end on the 31<sup>st</sup> day of December 2024.**

**III. BUDGET**

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

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **\$170,000.00** and **Expenses for eligible activities shall be retroactive to January 1, 2022.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

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  
5 **VI. SPECIAL CONDITIONS**

- 6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21
- 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

22  
23 **VII. GENERAL CONDITIONS**

24  
25 **A. General Compliance**

26  
27 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.

28  
29  
30  
31  
32  
33 **B. Independent Contractor**

34  
35 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.

36  
37  
38  
39  
40  
41  
42  
43 **C. Hold Harmless**

44  
45 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without

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  
12 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in  
13 the performance of this Agreement.  
14

15 **E. Insurance and Bonding**

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

19 **F. Grantor Recognition**

20  
21 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through  
22 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be  
23 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the  
24 support provided herein in all publications made possible with funds made available under this  
25 Agreement.  
26

27 **G. Amendments**

28  
29 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments  
30 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized  
31 representative of both organizations, and approved by the Grantee's governing body. Such  
32 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient  
33 from its obligations under this Agreement.  
34

35 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local  
36 governmental guidelines, policies and available funding amounts, or for other reasons. If such  
37 amendments result in a change in the funding, the scope of service, or schedule of the activities to be  
38 undertaken as part of this Agreement, such modifications will be incorporated only by written  
39 amendment signed by both Grantee and Sub-recipient.  
40

41 **H. Suspension or Termination**

42  
43 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur  
44 if the Sub-recipient materially fails to comply with any term of the award and the award may be  
45 terminated for convenience.  
46

47 Either party may terminate this Agreement at any time by giving written notice to the other party of such  
48 termination and specifying the effective date there of at least 30 days before this effective date of such  
49 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken  
50 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or  
51 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material  
52 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the  
53 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable  
54 compensation for any satisfactory work completed on such documents or materials prior to the  
55 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
- 36 ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of  
37 the CDBG program
- 38 ❖ Records required to determine the eligibility of activities
- 39 ❖ Records required to document the acquisition, improvement, use or disposition of sale  
40 property acquired or improved with CDBG assistance
- 41 ❖ Records documenting compliance with the fair housing and equal opportunity components  
42 of the CDBG program
- 43 ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- 44 ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

#### 45 46 **2. Retention**

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

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

**3. Client Data**

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

**4. Disclosure**

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

**5. Property Records**

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

**6. Close outs**

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

**7. Audit & Inspections**

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

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

**C. Reporting and Payment Procedures**

**1. Program Income**

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

**2. Indirect costs**

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

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.  
18

19 **D. Procurement**

20 **1. Compliance**

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

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

- 28
- 29 a. Sub-recipients must avoid purchasing unnecessary items
  - 30
  - 31 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine  
32 which would be the most economical and practical procurement for the federal government  
33
  - 34 c. Solicitations for goods and services provide for all of the following:  
35
    - 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.  
50
  - 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
    - 55 1. Ensure that small businesses, minority-owned companies and women's business  
enterprises are used to the fullest extent practicable.



- 1
  - 2
  - 3
  - 4
  - 5
  - 6
  - 7
  - 8
  - 9
  - 10
  - 11
  - 12
  - 13
  - 14
  - 15
  - 16
  - 17
  - 18
  - 19
  - 20
  - 21
  - 22
  - 23
  - 24
  - 25
  - 26
  - 27
  - 28
  - 29
  - 30
  - 31
  - 32
  - 33
  - 34
  - 35
  - 36
  - 37
  - 38
  - 39
  - 40
  - 41
  - 42
  - 43
  - 44
  - 45
  - 46
  - 47
  - 48
  - 49
  - 50
  - 51
  - 52
  - 53
  - 54
  - 55
  - 56
- 2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women’s business enterprises.
  - 3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women’s business enterprises.
  - 4. Encourage contracting with consortiums of small businesses, minority-owned companies and women’s business enterprises when a contract is too large for one of these firms to handle individually.
  - 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women’s business enterprises.

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

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

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

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

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

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

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.  
51  
52  
53  
54  
55

1 **X. Personnel and Participant Conditions**

2  
3 **A. Civil Rights**

4  
5 **1. Compliance**

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

13  
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 **3. Land Covenants**

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

35 **4. Section 504**

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

42 **5. Fair Housing**

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

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

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

**6. Benefits to Legal Resident Aliens**

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

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

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

**B. Affirmative Action**

**1. Approved Plan**

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

**2. WBE/MBE**

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

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

**3. Access to Records**

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

**4. Notifications**

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

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

**5. EEO/AA Statement**

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

**6. Subcontract Provisions**

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

**C. Employment Restriction**

**1. Prohibited Activity**

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

**2. Labor Standards**

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

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

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

**3. "Section 3" Clause**

**a. Compliance**

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

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

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

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

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

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

23 **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

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 24  
35 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 **2. Subcontracts**

51 **a. Approvals**

52 The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the  
53  
54

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  
36 The Sub-recipient hereby certifies that:

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

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

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

**A. Air and Water**

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

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

**B. Flood Disaster Protection**

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

**C. Lead Based Paint**

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

**D. Historic Preservation**

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

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

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

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

F.E.O. 12373 – Interagency Review

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

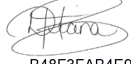
1 **XII. SEVERABILITY**

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.

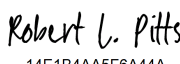
5  
6 ***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

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


**CITY OF EAST POINT, GEORGIA**

DocuSigned by:  
  
B48F3FAB4E914B0...  
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

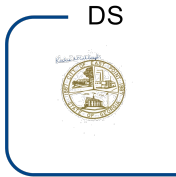
**ATTEST**

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

**DATE:** 05/23/2023

**DATE:** 05/24/2023

**SEAL:**



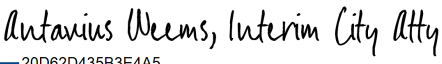
**SEAL:**



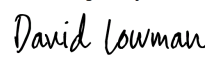
**APPROVED AS TO CONTENT:**

DocuSigned by:  
  
5E4D76DFB4A0450...  
Stanley Wilson, Director  
Department of Community Development

**APPROVED AS TO FORM:**

DocuSigned by:  
  
20D62D435B3E4A5...  
Antavius Weems, Interim City Attorney

**APPROVED AS TO FORM:**

DocuSigned by:  
  
0EC92EBADEFB4B8...  
Office of the County Attorney

**DATE:** 05/22/2023

**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
<b>Request for Proposals from Architects/Engineers/Consultants<sup>1</sup></b>	Receive proposal for services (Architect/Engineering Services)	March 2023
<b>Selection of A&amp;E/Consultants by City<sup>1</sup></b>	Approve and proceed Services Awarded	April 2023
<b>Design Phase by Architect/Engineer<sup>1</sup></b>	Design/Specifications	May 2023
<b>Environmental Review<sup>1</sup></b>	Specify Completion Date of w/Annual Update	November 2022
<b>Construction Drawings &amp; Request for Proposals by Architect/Engineer<sup>1</sup></b>	Plans/drawings/specifications in accordance with construction documentation should be prepared and completed for advertisement	June 2023
<b>Solicitation for sealed bids by the City of East Point for Proposal Bids/Offers<sup>1</sup></b>	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
<b>Costs and Price Analysis (Specification List)<sup>1</sup></b>	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
<b>City Award of Bid/Offer<sup>1</sup></b>	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
<b>Letter to Proceed for Contractor<sup>1</sup></b>	Award Conference	July 2023
<b>Contract Administration<sup>1</sup></b>	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
<b>Contract Start Date of Project<sup>1</sup></b>	Notice to Proceed	July 2023
<b>Contract Provisions<sup>1</sup></b>	Insurance requirements, bonding requirements, housing location & care of products, etc.	July 2023
<b>Project Mid-Status<sup>1</sup></b>	Renovation/Improvement (clear & accurate description of the technical requirements for the work to be procured by City of East Point	September 2023
<b>Project Completion<sup>1</sup></b>	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**

<b>PROJECT EXPENSES</b>	<b>DATE</b>	<b>CDBG</b>	<b>CITY</b>
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, etc.)	October 31, 2023	\$170,000.00	\$10,000
<b>Total for Year 2023</b>			<b>\$180,000</b>

**REIMBURSEMENT EXPENDITURE SCHEDULE**

As provided by the City of East Point for the Department of Community Development CDBG Spend Plan document.

<b>Municipality Expenses</b>	<b>Projections</b>
<b>Construction Costs</b> <ul style="list-style-type: none"> <li>▪ Labor</li> <li>▪ Equipment/Supplies</li> </ul>	<b>\$14,167.00 (May 2023 reimbursement submission)</b>
<b>Construction Costs</b> <ul style="list-style-type: none"> <li>▪ Labor</li> <li>Equipment/Supplies</li> </ul>	<b>\$38,958.00 (June 2023 reimbursement submission)</b>
<b>Construction Costs</b> <ul style="list-style-type: none"> <li>▪ Labor</li> <li>Equipment/Supplies</li> </ul>	<b>\$31,875.00 (July 2023 reimbursement submission)</b>
<b>Construction Costs</b> <ul style="list-style-type: none"> <li>▪ Labor</li> <li>Equipment/Supplies</li> </ul>	<b>\$31,875.00 (August 2023 reimbursement submission)</b>
<b>Construction Costs</b> <ul style="list-style-type: none"> <li>▪ Labor</li> <li>Equipment/Supplies</li> </ul>	<b>\$31,875.00 (September 2023 reimbursement submission)</b>
<b>Construction Costs</b> <ul style="list-style-type: none"> <li>▪ Labor</li> <li>Equipment/Supplies</li> </ul>	<b>\$21,250.00 (October 2023 reimbursement submission)</b>
<b>TOTAL EXPENSES</b>	<b>\$170,000.00</b>

# 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):**

---

---

---

---

<b>FY 2022 INCOME LIMITS SUMMARY</b>								
<b>As of June 2022</b>								
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

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

**BENEFICIARY DEMOGRAPHICS**

Quarter	Jan 1st – March 31 <sup>st</sup>		April 1 <sup>st</sup> – June 30 <sup>th</sup>		July 1 <sup>st</sup> – Sept 30 <sup>th</sup>		Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>	
<b>Race Categories</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>
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								
<b>TOTAL</b>								

**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 <b>NEW or Continued Access</b> 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 <i>IMPROVED ACCESS</i> to the service or benefit provided by the CDBG funded activity	
<b>TOTAL</b>	

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

<b>Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity</b>	
---	--

**Submitted by:** \_\_\_\_\_  
Name

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_  
Name

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

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

Submitted by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

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

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12. Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13. Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
14. During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
15. Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. If the answer to #14 is "yes", are the sub-recipient's written reports:	
a.	Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Adequate in terms of the level of detail? <input type="checkbox"/> Yes <input type="checkbox"/> No
17. Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.	
18. Are the recordkeeping requirements of the CDBG regulations being followed:	
a.	Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No
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		
<b>NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.</b>			
23.	Are financial records kept in accordance with CDBG administrative requirements?		
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
		(1) Retention Requirements (200.333)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Requests for Transfer of Records (200.334)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Methods for collection, transmission and storage of Information (200.335)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Restrictions on public access to records (200.337)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(5) Reporting Requirements (200.327)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(6) Monitoring and Reporting Performance (200.328)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(7) Records on Source and application of funds	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(8) Effective Control and accountability of funds, property and assets	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(9) Comparison of expenditures with budget amounts for each Federal Grant	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(10) Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(11) Written procedures for determining allowability of costs per Subpart E – Cost Principles	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Internal controls (200.303)	
		(1) Effective internal controls (COSO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Evaluates and monitors compliance with federal regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Prompt action for non-compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Safeguards to protect identifiable information designated Sensitive	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(2) Written method for resolution of audit findings? <input type="checkbox"/>	Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
25.	If yes, what types of professional services have been retained?		
	<u>Type of Service</u>		<u>Name of Contractor</u>

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

35.	Does the sub-recipient's accounting system contain the following elements:	
	a.	Chart of accounts <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Cash receipts journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	Cash disbursements journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	d.	Payroll journal <input type="checkbox"/> Yes <input type="checkbox"/> No
e.	General ledger <input type="checkbox"/> Yes <input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	a.	Are journal entries approved and explained / supported? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Are posting and trial balances performed on a regular basis? <input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No	
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain:	
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Describe areas of weakness:	
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:	
<b>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.</b>		
FINDINGS:		
1.		
2.		
3.		
4.		
5.		
6.		
(ATTACH ADDITIONAL SHEETS AS NECESSARY)		

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



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

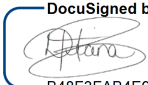
### EXHIBIT G: 2 CFR Part 200

**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>

<p><b>Signature of Authorized Certifying Official</b></p> <p>DocuSigned by:</p> <p>X </p> <p>B48F3FAB4E044B0...</p>	<p><b>Applicant</b></p> <p>City of East Point</p>
<p><b>Title</b></p> <p>Mayor</p>	<p><b>Date</b></p> <p>05/23/2023</p>



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

**I. SCOPE OF SERVICES**

**A. Activities**

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

**B. Description of Activities**

*Improvements to the Roosevelt Highway/US 29 located at Roosevelt Highway - Portion of Highway 29 from 138 to Dixie Lake Road, Union City, Georgia.*

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

**C. National Objectives**

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

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

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

**II. TIME OF PERFORMANCE**

**Services of the Sub-recipient shall start on the 1st day of January 2022 and shall end on the 31<sup>st</sup> day of December 2024.**

**III. BUDGET**

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

**IV. PAYMENT**

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

1  
2  
3  
4  
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	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**

- 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  
25**VII. GENERAL CONDITIONS**26  
27**A. General Compliance**28  
29

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.

30  
31**B. Independent Contractor**32  
33

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.

34  
35**C. Hold Harmless**36  
37

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 **F. Grantor Recognition**

23  
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 **A. Financial Management**

#### 16 **1. Accounting Standards**

17 The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the  
18 accounting principles and procedures required therein, utilize adequate internal controls, and  
19 maintain necessary source documentation for all costs incurred.  
20  
21

#### 22 **2. Internal Controls**

23 The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal  
24 controls over the funds awarded herein.  
25

#### 26 **3. Cost Principles**

27 The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E,  
28 "Cost Principles". These principles shall be applied for all costs incurred whether charged on a  
29 direct or indirect basis.  
30

### 31 **B. Documentation and Record-Keeping**

#### 32 **1. Records to be maintained**

33 The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR  
34 Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records  
35 shall include but not be limited to:  
36  
37

- 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 **4. Disclosure**

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

### 19 **5. Property Records**

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

### 25 **6. Close outs**

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

### 32 **7. Audit & Inspections**

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

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

## 45 **C. Reporting and Payment Procedures**

### 46 **1. Program Income**

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

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

## **2. Indirect costs**

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

## **3. Payment Procedure**

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

## **4. Progress Report**

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

## **D. Procurement**

### **1. Compliance**

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

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

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

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

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

17  
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**

43  
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  
55

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

**X. Personnel and Participant Conditions**

**A. Civil Rights**

**1. Compliance**

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

**2. Nondiscrimination**

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

**3. Land Covenants**

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

**4. Section 504**

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

**5. Fair Housing**

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

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of

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
- 12 b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry  
13 provisions of the INA];
- 14
- 15 c. an alien who has qualified ... [as a refugee or asylee];
- 16
- 17 d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney  
18 General's parole authority] ...;
- 19
- 20 e. an alien within the United States as to whom the Attorney General has withheld deportation  
21 [on the basis of prospective persecution] ...; or
- 22
- 23 f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the  
24 Immigration and Nationality Act

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

26 **B. Affirmative Action**

27 **1. Approved Plan**

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

34 **2. WBE/MBE**

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

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

45 **3. Access to Records**

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

50 **4. Notifications**

51 The Sub-recipient will send to each labor union or representative of workers with which it has  
52 collective bargaining agreement or other contract or understanding, a notice, to be provided by the  
53  
54

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 are 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  
53  
54



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

**2. Subcontracts**

**a. Approvals**

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

**b. Monitoring**

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

**c. Content**

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

**d. Selection Process**

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

**3. Hatch Act**

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

**4. Conflict of Interest**

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

**5. Lobbying**

The Sub-recipient hereby certifies that:

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

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

6 d. Lobbying Certification

7 This certification is a material representation of fact upon which reliance was placed when  
8 this transaction was made or entered into. Submission of this certification is a prerequisite  
9 for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code.  
10 Any person who fails to file the required certification shall be subject to a civil penalty or not  
11 less than \$10,000 and not more than \$100,000 for each such failure.  
12

13 e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award  
14 exceeding \$100,000 must file the required certification. Each tier certifies to the tier above  
15 that it will not and has not used Federal appropriated funds to pay any person or organization  
16 for influencing or attempting to influence an officer or employee of any agency, a member of  
17 Congress, officer or employee of Congress, or an employee of a member of Congress in  
18 connection with obtaining any Federal contract, grant or any other award covered by 31  
19 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes  
20 place in connection with obtaining any Federal award. Such disclosures are forwarded from  
21 tier to tier up to the non-Federal award.  
22

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

24 If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the  
25 recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit  
26 organization regarding the substitution of parties, assignment or performance of experimental,  
27 developmental, or research work under that “funding agreement,” the recipient or sub recipient  
28 must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit  
29 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative  
30 Agreements,” and any implementing regulations issued by the awarding agency.  
31

32 **7. Religious Organization**

33 The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious  
34 activities, to promote religious interest, or for the benefit of a religious organization in accordance  
35 with the Federal regulations specified in 24 CFR 570.200(j).  
36

37 **E. Code of Conduct**

38  
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  
55 The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that  
56 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  
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 set, 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 **B. Flood Disaster Protection**

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

22 **C. Lead Based Paint**

23 The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance  
24 provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR  
25 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that  
26 all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified  
27 that such properties may include lead based paint. Such notifications shall point out the hazards of  
28 lead based paint and explain the symptoms, treatment and precautions that should be taken when  
29 dealing with lead based paint poisoning and the advisability of blood lead level screening for children  
30 under seven. The notice should also point out that if lead based paint is found on the property,  
31 abatement measures may be taken.  
32

33 **D. Historic Preservation**

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

38 In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation  
39 and demolition of historic properties that a 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  
55  
56

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*  
14E1B4AA5F6A44A...  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**ATTEST**

DocuSigned by:  
*Shandrella Jewett*  
90400F877646442...  
Shandrella Jewett  
City Clerk

**ATTEST**

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

**DATE:** 05/24/2023

DocuSigned by:



**DATE:** 05/26/2023

DocuSigned by:

**SEAL:**



**APPROVED AS TO CONTENT:**

DocuSigned by:  
*Stanley Wilson*  
5E4D78DFB4A0450...  
Stanley Wilson, Director  
Department of Community Development

**APPROVED AS TO FORM:**

DocuSigned by:  
*Dennis Davenport*  
3A95EE4C790E45B...  
Dennis Davenport, City Attorney

**APPROVED AS TO FORM:**

DocuSigned by:  
*[Signature]*  
0EC02EDADEFB4B8...  
Office of the County Attorney

**DATE:** 05/22/2023

**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**

<b>FACILITY/IMPROVEMENT PROVISIONS</b>	<b>TASKS</b>	<b>DATE</b>
<b>Request for Proposals from Architects/Engineers/Consultants</b>	Pro Bono or Invitation for Bid- (Architect/Engineering Services)	5/1/22
<b>Selection of A&amp;E/Consultants by City</b>	Selection Completed/Services Awarded	7/1/22
<b>Design Phase by Architect/Engineer</b>	Design/Specifications in process	9/1/22
<b>Environmental Review</b>	Complete	Complete
<b>Construction Drawings &amp; Request for Proposals by Architect/Engineer</b>	All plans/drawings/specifications in accordance with construction documentation is prepared and completed	5/1/23
<b>Solicitation for sealed bids by the City of Union City for Proposal Bids/Offers</b>	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
<b>Costs and Price Analysis (Specification List)</b>	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
<b>City Award of Bid/Offer</b>	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
<b>Letter to Proceed for Contractor</b>	Award Conference	8/1/23
<b>Contract Administration</b>	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
<b>Contract Start Date of Project</b>	Notice to Proceed	8/2/23
<b>Demolition / Clearance activities</b>	N/A	
<b>Contract Provisions</b>	Insurance requirements, bonding requirements, housing location & care of products, etc.	8/2/23
<b>Project Mid-Status</b>	Renovation/Improvement (clear & accurate description of the technical requirements for the work to be procured by City of Union City	10/2/23
<b>Total Project Completion for entire Project</b>	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**

<b>PROJECT EXPENSES</b>	<b>DATE</b>	<b>CDBG</b>	<b>CITY</b>
Construction Cost (Labor, Equipment/Supplies, Permits) – \$1,500,000	10/30/23	FY22 \$311,850	\$1,247,050
<b>Total for Year 2022 \$1,500,000</b>		<b>\$311,850</b>	<b>\$1,247,050</b>

**REIMBURSEMENT EXPENDITURE SCHEDULE**

<b>Municipality Expenses</b>	<b>Projections</b>	<b>Total Operating Budget</b>
<b>Construction Costs</b>		
▪ Labor	\$311,850	\$252,950 \$311,850
▪ Equipment/Supplies		
<b>TOTAL EXPENSES</b>	<b>\$311,850</b>	<b>\$252,950 \$311,850</b>

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):**

---

---

---

---

<b>FY 2022 INCOME LIMITS SUMMARY</b>								
<b>As of June 2022</b>								
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

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

**BENEFICIARY DEMOGRAPHICS**

<b>Quarter</b>	<b>Jan 1st – March 31<sup>st</sup></b>		<b>April 1<sup>st</sup> – June 30<sup>th</sup></b>		<b>July 1<sup>st</sup> – Sept 30<sup>th</sup></b>		<b>Oct 1<sup>st</sup> – Dec 31<sup>st</sup></b>	
<b>Race Categories</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>	<b>Number Served</b>	<b>of Hispanic Ethnicity</b>
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								
<b>TOTAL</b>								

**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 <b>NEW or Continued Access</b> 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 <i>IMPROVED ACCESS</i> to the service or benefit provided by the CDBG funded activity	
<b>TOTAL</b>	

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

<b>Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity</b>	
---	--

**Submitted by:** \_\_\_\_\_  
Name

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_  
Name

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

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

Submitted by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

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

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12. Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13. Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
14. During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.	
15. Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. If the answer to #14 is "yes", are the sub-recipient's written reports:	
a.	Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Adequate in terms of the level of detail? <input type="checkbox"/> Yes <input type="checkbox"/> No
17. Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.	
18. Are the recordkeeping requirements of the CDBG regulations being followed:	
a.	Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No
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		
<b>NOTE:    MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.</b>			
23.	Are financial records kept in accordance with CDBG administrative requirements?		
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
	(1)	Retention Requirements (200.333)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Requests for Transfer of Records (200.334)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Methods for collection, transmission and storage of Information (200.335)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Restrictions on public access to records (200.337)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(5)	Reporting Requirements (200.327)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(6)	Monitoring and Reporting Performance (200.328)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(7)	Records on Source and application of funds	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(8)	Effective Control and accountability of funds, property and assets	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(9)	Comparison of expenditures with budget amounts for each Federal Grant	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Internal controls (200.303)	
	(1)	Effective internal controls (COSO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Evaluates and monitors compliance with federal regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Prompt action for non-compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Safeguards to protect identifiable information designated Sensitive	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(2) Written method for resolution of audit findings? <input type="checkbox"/>	Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
25.	If yes, what types of professional services have been retained?		
	<u>Type of Service</u>	<u>Name of Contractor</u>	

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



35.	Does the sub-recipient's accounting system contain the following elements:	
	a.	Chart of accounts <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Cash receipts journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	Cash disbursements journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	d.	Payroll journal <input type="checkbox"/> Yes <input type="checkbox"/> No
e.	General ledger <input type="checkbox"/> Yes <input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	a.	Are journal entries approved and explained / supported? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Are posting and trial balances performed on a regular basis? <input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No	
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	If "yes", explain:	
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Describe areas of weakness:	
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:	
<b>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.</b>		
FINDINGS:		
1.		
2.		
3.		
4.		
5.		
6.		
(ATTACH ADDITIONAL SHEETS AS NECESSARY)		

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

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

---

 Stanley Wilson, Director  
 Fulton County Community Development Department

## Fulton County Community Development Block Grant Program

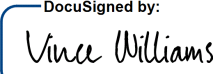
### EXHIBIT G: 2 CFR Part 200

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>

<b>Signature of Authorized Certifying Official</b> DocuSigned by: X  D7A570171489411...	<b>Applicant</b> City of Union City
<b>Title</b> Mayor	<b>Date</b> 05/23/2023