

**Small Business Administration: Community Navigator Pilot Program  
Subrecipient Agreement between Fulton County, Georgia  
and Greater South Fulton Chamber of Commerce, Inc.**

This **SUBRECIPIENT AGREEMENT** (“Agreement”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), on behalf of its Department, Select Fulton (the “Department”), and the **Greater South Fulton Chamber of Commerce, Inc.** (“GSFCC” or “Subrecipient”), a nonprofit corporation organized under the laws of the State of Georgia (Fulton County and GSFCC/Subrecipient are collectively the “Parties”).

~~WHEREAS, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and~~

**WHEREAS**, Fulton County, through Select Fulton, applied for and was awarded a \$1,000,000 grant through the United States Small Business Administration (“SBA”) to implement an initiative known as the SBA Community Navigator Pilot Program for Fiscal Years 2022 – 2024 (the “Program”); and

**WHEREAS**, the Program is expected to provide targeted outreach to small businesses in underserved communities with Fulton County’s goal of providing technical assistance to at least 300 small businesses in south Fulton County by the end of the two-year funding cycle; and

**WHEREAS**, the SBA grant was applied for by Fulton County with GSFCC specifically identified as a subrecipient of the grant upon award; and

**WHEREAS**, the GSFCC’s mission is to create synergy for business development and expansion by attracting, retaining and advancing the business interests of South Fulton; and

**WHEREAS**, GSFCC is willing to provide leadership, training, and assistance to small businesses within south Fulton County in furtherance of the Program; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the Project as a subrecipient of the ARPA SBA grant allocation, in compliance of all obligations required from this designation; and

**WHEREAS**, the Board of Commissioners finds that allocating ARPA grant funding to Subrecipient will allow this entity to provide technical assistance to at least 300 small businesses in south Fulton County by the end of the two-year funding cycle (“Eligible Use”); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Subrecipient Agreement under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

#### **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Agreement describes the way in which the Parties will use the ARPA grant funding allotment to provide technical assistance to at least 300 small businesses in south Fulton County by the end of the two-year funding cycle.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Agreement on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, Social Security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, Social Security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Agreement on behalf of Subrecipient. This provision shall survive the expiration or termination of this Agreement.

#### **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Agreement is effective from December 1, 2021 through November 30, 2023.

2. Award. ARPA SBA grant funding in the amount of **\$1,000,000.00** ("Award Amount") will be provided by Fulton County to Subrecipient to provide technical assistance as set forth in the Scope of Work to no less than 300 small businesses in south Fulton County by the end of the two-year funding cycle.

3. Disbursement. Fulton County will reimburse the Award Amount to Subrecipient after review and approval of invoices upon execution of this Agreement. All invoices submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.

4. Scope of Services. Subrecipient will provide technical assistance to not less than 300 small businesses in south Fulton County by the end of the two-year funding cycle, for the purpose of the Eligible Use, in accordance with the scope of services described in Schedule 1

hereto (the “Scope of Services”). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated to provide any funding above the total amount of the Award Amount.

Subrecipient agrees from the Award Amount, no more than \$63,750.00 of the Award Amount may go towards personal services, \$12,500 in supplies, and \$158,750.00 in other expenses, and at least \$765,000.00 of the Award Amount shall go towards the provision of providing technical assistance to not less than 300 small businesses in south Fulton County by the end of the two-year funding cycle.

### ARTICLE III. REPORTING

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

Subrecipient must maintain all records, books, papers and other documents related to its performance of the Scope of Services for a period of five (5) years following the termination of this Agreement or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Such records shall include the full name of individuals served with SBA ARPA grant funding and, where applicable, the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Agreement, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient shall submit monthly reports of assistance to Fulton County small businesses through December 31, 2024 to the Department and Fulton County Board of Commissioners and shall assist Fulton County in preparing and submitting the reports set forth in Attachment A, Section 3, attached hereto.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated from the Award Amount for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement. Fulton County shall only reimburse Subrecipient from the Award Amount for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than the Award Amount provided by Fulton County under this Agreement or any other agreements between Fulton County, and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Agreement, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Agreement. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the Agreement and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

## **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Agreement in accordance with this Agreement, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA and those provisions set forth in Attachment “A”, which is incorporated herein by reference.

By entering into this Agreement, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

## **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Agreement by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Agreement. Upon termination of this Agreement, Subrecipient shall immediately return to Fulton County all unexpended Amount from the \$1,000,000.00 award allotment intend for distribution. This provision shall survive termination of the Agreement.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Agreement effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Agreement and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Agreement or termination of the Agreement, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Agreement, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**  
Select Fulton  
Suite \_\_\_\_\_  
137 Peachtree Street  
Atlanta, Georgia 30303

**Copy to:**  
Office of the County Manager  
141 Pryor Street, Suite 10062  
Atlanta, Georgia 30303

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

**To Subrecipient:**  
Greater South Fulton Chamber of Commerce  
c/o Dyan Matthews  
4405 Mall Boulevard  
Suite 120  
Union City, GA 30291

## **ARTICLE VIII. GENERAL PROVISIONS**

1. If any part of this Agreement is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Agreement shall remain in full force and effect.
2. This Agreement constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Agreement may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Agreement shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
5. This Agreement shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Agreement is not intended to create any rights interest, or benefits in third parties.
6. This Agreement shall be governed by the laws of the State of Georgia.

7. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals this, the \_\_ day of \_\_\_\_\_, 2022.

**FULTON COUNTY, GEORGIA**

**GREATER SOUTH FULTON  
CHAMBER OF COMMERCE, INC.**

Approved:

Approved:

  
\_\_\_\_\_  
Robert L. Pitts, Chairman  
Board of Commissioners

By: G. Dyan Matthews  
Its: President & C.E.O.

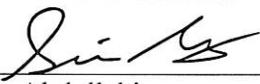
Attest:

Attest:

  
\_\_\_\_\_  
Tonya R. Grier, Clerk of the Commission

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

Approved as to Content:

  
\_\_\_\_\_  
Samir Abdullahi  
Deputy Direct, Select Fulton

Approved as to Form:

\_\_\_\_\_  
Y. Soo Jo, County Attorney

## Schedule I

### Scope of Services

Under this Agreement Subrecipient will:

1. Comply with the requirements and authorities set forth below.
2. Conduct the project funded under this Award in accordance with Fulton County's approved Technical Proposal, and Budget. Subrecipient understands and agrees that any changes to these guiding documents must be submitted to SBA approval.
3. Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. \
4. Assist Fulton County in the coordination with SBA and other Agency resource partners operating within project service area to maximize the effectiveness of efforts and avoid duplication of products and services.
5. Promote SBA programs, products, and services to clients, as appropriate, including sharing contact information for clients who have indicated in writing they are interested in learning about other SBA programs and types of assistance.
6. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
7. Extend all activities supported with project funds to all members of the general public on an equal basis.
8. Provide meaningful access to Project services for clients with limited English language proficiency and/or disabilities.
9. Maintain adequate staffing levels for the delivery of client services, including replacing key personnel no more than 90 days after they cease their involvement with the Project.
10. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/Project, curriculum, types of assistance, service delivery methods, etc.
11. Submit and update information to USASpending.gov and other Federal databases, as required.
12. Use varied resources to mentor and train small business owners and managers in dealing with financial, marketing, and other operational and business opportunities and challenges. Subrecipient will assist these clients in developing feasibility studies, business plans, cash flows, financial statements, and similar business measurement and evaluation concepts and tools. Subrecipient must provide client counseling, mentoring and training assistance at no cost to its clients.
13. Ensure the funding is used in accordance with all applicable conditions, requirements, and restrictions.

14. Strictly adhere to current and any subsequent changes to the terms and conditions of the grant award addressed by the funding in Fulton County's Distribution Funding Agreement.
15. Assist Fulton County in the coordination with SBA to obtain prior approvals outlined in the terms and conditions such as use of SBA likenesses, changes to grant personnel and budget modifications.
16. Cooperate fully with Fulton County in the recovery of funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.
17. Meet the SBA's performance requirements and maintain adequate records.
18. Assist in the creation and follow regulations and policies.
19. Manage consortia agreements.
20. Formulate partnership goals and objectives.
21. Oversee operations of activities, programs, and its paid staff.
22. Assist Fulton County is hosting Fulton County's local, assigned SBA District Office to perform an annual site visit and provide general oversight
23. Assist Fulton County in creating and following a strategic Action Plan.

## ATTACHMENT "A"

The following Terms and Conditions are applicable to this Agreement:

1. Program Specific Term - Allowable Costs

This Award is subject to the requirements listed below. For further guidance regarding the cost principles applicable to this award see 2 C.F.R. Part 200, Subpart E.

A. Charging Costs to this Award

All costs charged to this Award are subject to audit and examination. Subrecipient is responsible for ensuring proper management and accounting of Project funds to avoid cost disallowances. All direct costs charged to this Award must be reasonable given the relevant market and industry area and the nature of the good or service involved. Direct costs claimed by the Subrecipient must also be allowable under the relevant cost principles and be clearly and specifically allocable, either in whole or in part, to the project funded by this Award. In addition, the Subrecipient is not permitted to charge costs associated with any of the following items or activities to this Award:

- Transactions with suspended or debarred entities;
- Construction or renovation of facilities or acquisition of real estate;
- Litigation, whether civil, criminal, or administrative;
- Providing matching contributions to any other Federal awards;
- Meals, lodging, per diem, or other subsistence expenses associated with local travel

(however, Project funds may be used to pay transportation expenses for local travel). Local travel is any travel conducted entirely within a 50-mile radius of the Fulton County's address of record.

Pre-award costs are permitted for expenses incurred prior to the effective date of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award.

Travel: All travel conducted must follow GSA travel regulations and minimize travel and maximize virtual conferences when possible.

B. Fees: Subrecipient's counseling, mentoring and training will be provided at no cost. Counseling and mentoring include face-to-face, online and telephone sessions.

C. Important Priorities: The Community Navigator Pilot Program will explore, offer or expand services targeted toward markets to increase outreach and assistance to the following entrepreneurial audiences:

- o COVID-19 affected businesses where appropriate
- o Veterans/Military Entrepreneurs (including spouses)
- o Minority Entrepreneurs
- o Women Entrepreneurs
- o Rural Entrepreneurs
- o Socially and Economically Disadvantaged Small Businesses
- o Tribal Communities
- o LGBTQ Entrepreneurs
- o Micro Businesses
- o Persons with Disabilities

D. Outputs and Evaluations

- (1) Number of unique clients who receive assistance in the development of their
  - a. Loan application (PPP, EIDL, 7(a), 504, Microloan, Exporting, Other

- Loan)
  - b. Forgiveness applications or SVOG or RRF reports (post-funding reports)
  - c. Grant application (SVOG, RRF or other Federal, State, Local, or Private Sector Grants)
  - d. Other application (Contracting certifications or other business assistance program)
- (2) Dollar (millions) amount request of completed
- a. Loan application (PPP, EIDL 7(a), 504, Microloans, Exporting, Other Loan)
  - b. Grant application (SVOG, RRF, other Federal, State, Local, or Private Sector Grants)
- (3) Dollar (millions) amount of approved
- a. Loans (PPP, EIDL, 7(a), 504, Microloans, Exporting, Local Loans)
  - b. Grants (SVOG, RRF, other Federal, State, Local or Private Sector Grants)
- (4) Number of counseling hours to develop and submit
- a. Loan application (PPP, EIDL, 7(a), 504, Microloan, Exporting, Local Loan)
  - b. Grant application (SVOG, RRF, other Federal, State, Local, or Private Sector Grants)
  - c. Other application (Contracting certifications or other business assistance program)
- (5) Number of counseling hours provided for:
- a. Disaster preparedness/recovery
  - b. Credit counseling, financial literacy
  - c. Business technical assistance (operation, marketing, sales, management, etc.)
  - d. Contracting and procurement
  - e. Other business development technical assistance (exporting, industry specific technical assistance)
- (6) Number of training hours
- (7) Number of clients trained
- (8) Number of clients receiving approved loan or grant funding starting a business
- (9) Number of clients receiving approved loan or grant funding with their business in operation (business survival)
- (10) Number of jobs created or retained
- (11) Percent increase of revenue (gross sale dollars)

3. Legal Services: Subrecipient will not engage directly in the practice of law. This prohibition includes, but is not limited to, providing specific legal advice, representing an individual in litigation or any legal proceeding, or otherwise practicing law as defined by the state of Georgia. Those members of the Fulton County's or Subrecipient's staff who are qualified by experience and training to discuss legal issues may do so in a general way, but they must not engage in conduct that leads to the creation of any attorney-client relationship and must make appropriate disclaimers to that effect when providing such counseling and mentoring. Fulton County, through Subrecipient may offer courses on business law issues, provided that legal topics are presented by individuals qualified by experience and training to address such topics.

4. Protection of Client Information

Fulton County and Subrecipient are not permitted to disclose Client Information to any third party or share such information with other units of Fulton County not directly involved in the conduct of this project, except where:

- a. the Client consents in writing;
- b. a court orders such disclosure; or
- c. otherwise permissible under Privacy Act or Freedom of Information Act

5. Reporting Requirements

Subrecipient shall assist Fulton County in the submission of the reports identified below to the Grant Officer's Technical Representative ("GOTR"), identified below, in accordance with the schedule listed below. Reports will be submitted to the GOTR in an electronic file type(s) such as MS Word, PDF, MS Excel, etc. format via email address. Reports must be received by the GOTR no later than 30 days after the conclusion of the applicable reporting period. The final report, which must both cover that reporting period and also serve as the annual report addressing the entire

budget and project year, must be received by the GOTR no later than 90 days after the conclusion of the budget year. Subrecipient understands and agrees that the failure of Fulton County to submit timely or adequate reports permits the SBA to withhold funding until this deficiency is corrected.

A. The reporting periods for this Award are as follows:

First Year:

- 12/01/2021 – 2/28/2022 report due by 3/31/2022
- 3/01/2022 – 5/31/2022 report due by 6/30/2022
- 6/01/2022 – 8/31/2022 report due by 9/30/2022
- 9/01/2022 – 11/30/2022 report due by 12/31/2022

Second Year:

- 12/01/2022 – 2/28/2023 report due by 3/31/2023
- 3/01/2023 – 5/31/2023 report due by 6/30/2023
- 6/01/2023 – 8/31/2023 report due by 9/30/2023
- 9/01/2023 – 11/30/2023 report due by 12/31/2023

B. The GOTR is:

Nathaniel Bishop  
U.S. Small Business Administration Office of Entrepreneurship Education  
409 Third Street, S.W., 6th Floor Washington, D.C. 20416  
nvbishop@sba.gov

C. Performance Reports

Subrecipient shall assist Fulton County in preparing and submitting reports documenting the following:

1. All project accomplishments or deliverable for the reporting period, including a comparison between the Fulton County's actual accomplishments or deliverables and those required in Fulton County's accepted proposal.

2. Any lessons learned, best practices identified, notable success stories, and problems encountered, and steps taken to address those problems.

D. Financial Reports

Subrecipient shall assist Fulton County in preparing and submitting reports providing detailed information regarding its actual expenditures broken down by the same cost category line items identified in its approved budget. Subrecipient understands and agrees that Fulton County does have the discretion to transfer Project Funds between individual cost categories provided the cumulative result of all such transfers in a given budget period does not exceed 10 percent of Fulton County's total approved budget. Failure to adhere to the approved budget or obtain the necessary prior approval will result in denial of payment by SBA to Fulton County and the repayment of said funds by Subrecipient to Fulton County.

6. Project and Program Integrity

Subrecipient shall avoid engaging in any actions that may harm the integrity of this Project or this SBA program. In the event key project employees are determined to have engaged in conduct reflecting a material lack of business integrity or honesty, Subrecipient must immediately remove them from involvement in this project. In addition, the Subrecipient and its employees must avoid both organizational and individual conflicts of interest in accordance with the principles identified in 2 C.F.R. § 2701.112.

Subrecipient may not discharge, demote, or otherwise discriminate against any of the Subrecipient's employees, which includes volunteers, as a reprisal for their disclosing to an authorized person or body as described in 41 U.S.C. § 4712(a)(2) any information that the employee reasonably believes is evidence of one of more of the following: gross mismanagement of its grant; a gross waste of Federal funds; an abuse of authority relating to the Community

Navigator Pilot Program grant; a substantial and specific danger to public health or safety; and/or a violation of law, rule, or regulation related to its grant. Any of the Subrecipient's employees who believe they have been subjected to such a reprisal may submit a complaint to Fulton County and/or the SBA's Inspector General Hotline via the internet at [www.sba.gov/OIG/Hotline](http://www.sba.gov/OIG/Hotline), via telephone at 1-800-767-0385 (telephone), or via mail at Office of Inspector General, ATTN: Hotline, 409 3rd Street, S.W., Suite 7150, Washington, D.C. 20416. The Subrecipient shall inform its employees in writing of the rights and remedies discussed in this paragraph in the predominant native language of its workforce.

Subrecipient shall report all findings or determinations of sexual harassment, other forms of harassment, or sexual assault by key employees paid under this Award to Fulton County and also report if Subrecipient has placed such key employees on administrative leave or imposed any administrative action against them as a result of the findings or determinations.

Subrecipient cannot use Project Funds to pay salaries of employees or costs of consultants, contractors, or other service providers (e.g., accountants, lawyers, etc.) where such entities are currently suspended or debarred. In addition, the Subrecipient cannot use Project Funds to provide counseling services related to Federal contract, grant, or loan opportunities to individuals or firms that are currently under suspension or debarment by a Federal agency. Training may be provided on these three topics without regard to an individual's suspension or debarment status. Subrecipient is responsible for verifying that entities paid or (where applicable) assisted with Project Funds or Project Resources are not suspended or debarred. To determine if an individual or firm is suspended or debarred, Subrecipient may consult the System for Award Management (<https://www.sam.gov/>). Additionally, in cases involving counseling, the Subrecipient may require clients to certify they are not currently suspended or debarred prior to receiving assistance relating

to Federal contract, grant, or loan opportunities. For further guidance regarding suspension and debarment, see 2 C.F.R. Parts 180 and 2700.

7. Project Closeout

For general guidance regarding project closeout procedures, see 2 C.F.R. §§ 200.343 – 200.344.

At the end date of the Award (i.e., after the base period concludes and all available option periods have been exercised or declined and any no cost extension has expired, as applicable), this Project will cease and Subrecipient may not incur any new reimbursable expenses. Subrecipient understands and agrees that Fulton County must submit its final performance and financial reports and Fulton County's final requests for payment within 90 calendar days of the Project end date. Subrecipient further understands and agrees that if Fulton County does not submit its final payment requests within 90 days of the project end date, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to Fulton County or Subrecipient.

8. Applicable Law and Policy Requirements

Except for circumstances in which Federal law defers to State or local law – such as zoning matters, building and business permits, and recording requirements – this Award will be governed by and construed under Federal law. Specifically, this Award is subject to the following laws, regulations, and policies in addition to those enumerated in the SF 424B (Assurances: Non-Construction Programs) the Fulton County submitted as part of its approved application:

- a. 15 USC § 637(b)(1) (Small Business Act);
- b. 5 U.S.C. App. 1 (Inspector General Act of 1978);
- c. 15 U.S.C. § 78dd-1 et seq. (Foreign Corrupt Practices Act);
- d. 15 U.S.C. § 631 et seq. (Small Business Act);

- e. 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000);
- f. 22 U.S.C. § 7207 (Prohibition on United States Assistance and Financing to Certain Foreign Nations);
- g. 31 U.S.C. § 6101 note (Digital Accountability and Transparency Act of 2014);
- h. 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182;
- i. 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with the Federal Government);
- j. 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36;
- k. 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas);
- l. 49 U.S.C. App. 1517 (Fly America Act);
- m. 2 C.F.R. Parts 180 and 2700 (Nonprocurement Debarment and Suspension);
- n. 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance);
- o. 13 C.F.R. Part 146 (Restrictions on Lobbying);
- p. 15 C.F.R. Parts 730-774 (Export Restrictions); and
- q. 22 C.F.R. Parts 120-130 (International Traffic in Arms).
- r. 31 C.F.R. Parts 500-598 (Foreign Assets Control);
- s. 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements);
- t. Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);

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u. Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving); and

v. Executive Order 13788 (Buy American and Hire American).

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