



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

***AN AGREEMENT BETWEEN FULTON COUNTY
and
METRO FAIR HOUSING SERVICES, INC***

CFDA Number 14.218 – Community Development Block Grants	
Federal Award Identification Number:	B-20-UC-13-0003
	B-21-UC-13-0003
	B-22-UC-13-0003
Metro Fair Housing Services, Inc DUNS Number:	169890662
Federal Award Date:	01/01/2020- \$23,334.00
	01/01/2021- \$23,334.00
	01/01/2022- <u>\$77,874.00</u>
Total Fulton County CDBG Agreement Amount:	<u>\$124,542.00</u>

THIS AGREEMENT entered this 24th day of March 2023 by and between Fulton County, Georgia, a political subdivision of the State of Georgia (herein called the “Grantee”) and Metro Fair Housing Services, Inc., a Georgia non-profit corporation (hereinafter called the “Subrecipient”).

WITNESSETH THAT:

WHEREAS, on August 3, 2022 the Fulton County Board of Commissioners approved the 2022 Annual Action Plan 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 October 5, 2022, the Board of Commissioners approved RFQ#22RFP0001A-KM to deliver Fair Housing Services via Agenda Item 22-0709.

WHEREAS, Metro Fair Housing Services, Inc. has been provided CDBG funds by Fulton County for Fair Housing Services as set forth in 24 CFR §570.201(e) and to meet a national objective benefiting low/moderate income persons;

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to 24 CFR § 570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the Metro Fair Housing Services, Inc in the amount of **\$124,524.00**, shall be specifically used to provide fair housing services to include landlord/tenant mediation, housing complaint investigations, counseling services, education, and outreach services 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:

CONTRACT DOCUMENTS

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

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

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

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

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Years 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

Metro Fair Housing Services Inc located at 215 Lakewood Way SW Atlanta, Georgia 30315, shall provide fair housing services to include landlord/tenant mediation, housing complaint investigations, counseling services, education, and outreach services for citizens.

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

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 570.201(e).

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

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 5th day of October 2022 and shall end on the 31st day of December 2024.

III. BUDGET

Metro Fair Housing Services, Inc shall maintain a budget compliant to CDBG program requirements. See attached hereto and fully incorporated herein as Exhibit C, the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **\$124,542.00 for eligible fair housing services activities and shall be retroactive to 01/01/2020.** 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.

Sub-recipient shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

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

Submittal of Invoices: Invoices shall be submitted as follows: Via Mail: Fulton County Government 141 Pryor Street, SW Suite 7001 Atlanta, Georgia 30303 Attn: Finance Department – Accounts Payable OR Via Email: Email: Accounts.Payable@fultoncountyga.gov At minimum, original invoices must reference all of the following information:

1) Vendor Information

- a. Vendor Name
- b. Vendor Address
- c. Vendor Code
- d. Vendor Contact Information
- e. Remittance Address

2) Invoice Details

Please reference the Community Development Department Proper Invoice Tip Sheet attached hereto and fully incorporated herein as Exhibit D.

3) Fulton County Department Information (needed for invoice approval)

a. Department Name

b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Sub-recipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Sub-recipient will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Sub-recipient will be promptly paid by County. Payment of Sub-sub-recipients/Suppliers: The Sub-recipient must certify in writing that all Sub-sub-recipients of the Sub-recipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Sub-recipient is unable to pay Sub-sub-recipients or suppliers until it has received a progress payment from Fulton County, the prime Sub-recipient shall pay all Sub-sub-recipients or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

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

V. CONTRACT ADMINISTRATION

For the administration of this Contract, the Community Development Manager shall serve as the County's primary representative.

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

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Gail Williams, Executive Director
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	215 Lakewood Way SW Atlanta, Georgia 30315
Phone:	(404) 612-8077	(404) 524-0000
Email:	Kim.benjamin@fultoncountyga.gov	gail.williams@metrofairhousing.com

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200, attached hereto and fully incorporated herein as Exhibit E. All other items must be competitively procured.
- All staff costs covered by this grant for program delivery, including those retroactive to 01/01/2020, 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

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.

C. Hold Harmless

The Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, employees, sub-consultants, successors, assigns and agents, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, directors, successors, assigns or agents. 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. Insurance

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

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

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

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles)		

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

4. FIDELITY AND CRIME

(Employee Dishonesty-Theft)	Each Occurrence	\$500,000
-----------------------------	-----------------	-----------

*Above to include 3rd Party Coverage

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

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

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

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

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

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

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

1 **E. Bonding (Non-Applicable)**

2
3 **F. Grantor Recognition**

4
5 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through
6 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be
7 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the
8 support provided herein in all publications made possible with funds made available under this
9 Agreement.

10
11 **G. Amendments**

12
13 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
14 governmental guidelines, policies and available funding amounts, or for other reasons.

15
16 **H. Suspension or Termination**

17
18 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur
19 if the Sub-recipient materially fails to comply with any term of the award and the award may be
20 terminated for convenience.

21
22 Either party may terminate this Agreement at any time by giving written notice to the other party of such
23 termination and specifying the effective date there of at least 30 days before this effective date of such
24 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken
25 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or
26 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material
27 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the
28 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable
29 compensation for any satisfactory work completed on such documents or materials prior to the
30 termination.

31
32 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
33 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
34 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
35 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
36 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
37 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
38 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
39 in compliance.

40
41 **VIII. ADMINISTRATIVE REQUIREMENTS**

42
43 **A. Financial Management**

44 ***1. Accounting Standards***

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

48 ***2. Internal Controls***

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

51
52 ***3. Cost Principles***

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

B. Documentation and Record-Keeping**1. Records to be maintained**

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

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

2. Retention

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

3. Client Data

The 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 or 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 Exhibit F, attached hereto and fully incorporated herein, and Year End Performance Reports in the form as provided in Exhibit G, attached hereto and fully incorporated herein, or as otherwise specified by the Grantee.

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. The written procurement procedures will be provided to the Grantee at the beginning of the contract and during the monitoring period. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement. Pursuant to Section X.D.2. below the 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.

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

3. Travel

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

4. Use and Reversion of Assets

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

- a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
- b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable

to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.

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

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

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

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

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 status 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. FBE/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.

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

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

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

b. Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with

1 which it has a collective bargaining agreement or other contract or understanding, if any, a notice
2 advising said labor organization or worker's representative of this commitment under this
3 Section 3 clause and shall post copies of the notice in conspicuous places available to
4 employees and applicants for employment of training.
5

6 **c. Subcontracts**

7 The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate
8 action pursuant to the subcontract upon finding that the subcontractor is in violation of
9 regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity
10 where it has notice or knowledge that the latter has found in violation of regulations under 24
11 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary
12 statement of ability to comply with the requirements of these regulations.
13

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

15 The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan
16 attached hereto and fully incorporated herein as Exhibit H.
17

18 **D. Conduct**

19
20 **1. Assignability**

21 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written
22 consent of the Grantee thereto; provided, however, that claims for money due or to become due to
23 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust
24 company, or other financial institution without such approval. Notice of any such assignment or
25 transfer shall be furnished promptly to the Grantee.
26

27 **2. Subcontracts**

28
29 **a. Approvals**

30 The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the
31 performance of this Agreement without the written consent of the Grantee prior to the execution
32 of such agreement.
33

34 **b. Monitoring**

35 The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract
36 compliance. Results of monitoring efforts shall be summarized in written reports and supported
37 with documented evidence of follow-up actions taken to correct areas of noncompliance. Sub-
38 Recipient Monitoring will take place as provided in Exhibit I, attached hereto and fully
39 incorporated herein, and a Sub-Recipient Monitoring Plan form, as provided in Exhibit J,
40 attached hereto and fully incorporated herein, will be used, unless otherwise specified by the
41 Grantee.
42

43 **c. Content**

44 The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included
45 in and made a part of any subcontract executed in the performance of this Agreement.
46

47 **d. Selection Process**

48 The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this
49 Agreement shall be awarded of a fair and open competition basis. Executed copies of all
50 subcontracts shall be forwarded to the Grantee along with documentation concerning the
51 selection process.
52

53 **3. Hatch Act**

54 The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement,
55 shall be in any way or to any extent engaged in the conduct of political activities in violation of
56 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 of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all 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 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.

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.

NOTICES

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

Notice to County, shall be addressed as follows:

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

With a copy to:

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

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

1 Atlanta, Georgia 30303

2
3 Notices to Consultant shall be addressed as follows:

4
5 [Insert Sub-recipient Representative Title]

6 [Insert Sub-recipient Organization Name]

7 [Insert Sub-recipient Address]

8 Telephone:

9 Email:

10 Attention: [Insert Sub-recipient Representative Name]

11
12
13
14
15 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**
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

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

METRO FAIR HOUSING SERVICES INC.

DocuSigned by:

Gail L. Williams

935513BC4932453...

Gail L. Williams
Executive Director

ATTEST:

DocuSigned by:

Sharon Tonge

BEA9ACCA03584DF...

Sharon Tonge
Office Manager

(Affix Corporate Seal)

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:



(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

[Signature]

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Stanley Wilson

5E4D760FFB4A0450

Stanley Wilson, Director
Health & Human Services, Community
Development

2022-0709

10/05/2022 Regular Meeting

Fulton County Community Development Block Grant Program ATTACHMENT A- Project Description Metro Fair Housing Services Inc - Fair Housing Services

SCOPE OF WORK

1. **Intake and investigate a minimum of twenty-four (24) complaints/allegations** of housing discrimination on the bases of race, religion, color, national origin, sex (gender), disability and familial status; other bases of discrimination will likely be reported and assistance provided where feasible; however, current state and federal laws do not cover additional protected classes or provide redress.
 - Investigate all complaints reported in the designated County service area upon receipt of required documentation from complainant;
 - Determine fair housing needs, analyze facts and determine validity of the complaint;
 - Counsel complainants regarding options, remedies and next steps
 - With consent of the complainant, provide resolution of complaints through advocacy on behalf of the complainant by negotiating with housing providers, making administrative referrals to HUD/GCEO, providing mediation assistance, making referrals to a cooperating attorneys
 - Utilize trained Metro testers to investigate the complaint when appropriate and circumstances warrant
 - Document, track and report the outcome of all complaints to appropriate parties

2. **Respond to a minimum of 240 requests for information from individuals in need of landlord/tenant-related assistance, including but not limited to:**
 - Providing written materials to increase consumer awareness regarding GA housing law and the rights and responsibilities of tenants and landlords
 - Providing information/referrals regarding rental assistance resources, code enforcement, health and safety standards
 - Providing information and referrals regarding evictions to attorneys, legal services
 - Providing intervention counseling services with tenants and housing providers to assist in preventing evictions, mediating/conciliating disputes regarding rents, repairs, etc. utilizing telephone, in-person or virtual communication methods
 - Making presentations to community organizations representing target group

3. **Conduct a minimum of twelve (12) workshops** in virtual or in-person settings following the most recent CDC guidance in Fulton County focused on target audiences, including:
 - Local Government staff
 - Low income persons/minority/protected classes
 - Persons with disabilities and groups providing services to them
 - Realtors/Lenders
 - Landlords, leasing agents, property managers
4. **Provide an outreach plan**, exclusive of the workshops outlined above, including methods to be used for broad public outreach (PSAs, social network, print media and distribution of brochures, fliers, posters), listing of entities for distribution and frequency, events/locations at which outreach will be conducted; list of languages in which fair housing materials/information should be available to serve Fulton's protected classes
 - List activities to be held in honor of April, National Fair Housing Month, including working with County to issue a Proclamation recognizing importance of fair housing/equal opportunities
 - Design and implement Fair Housing Social Media Campaign;
 - Conduct a special training to help general public and housing providers understand their roles, rights, responsibilities under the law
 - Partner with local organization with fair housing mission to ensure equal housing opportunities for all
5. Create and submit for approval all outreach materials at least 30 days prior to workshop
 - All materials must include Fulton and fair housing logos, be provided in other languages as appropriate, contain disability statement and allow for copying/reuse
 - Handle public inquiries and complaints as appropriate

Fulton County Community Development Block Grant Program

ATTACHMENT B: Project Implementation Schedule

Metro Fair Housing Services Inc - Fair Housing Services

OBJECTIVES/ACTIVITIES	IMPLEMENTING TASKS	PROJECTED DATE
1) Intake and investigate min 3 housing discrimination complaints 2) Respond to min 34 requests for landlord/tenant-related assistance 3) Conduct no Fair Housing/Fair Lending workshops/presentations 4) Research/draft broad public outreach plan using social and print media, PSAs, brochure/flyer distribution 5) Submit monthly financial/reimbursement and quarterly performance reports as required NOTE: Activities begin pending contract execution	1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed 2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions 3) Research target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers 4) Draft materials with Fulton and fair housing logos; research radio media outlets for PSA's in English and Spanish/additional languages as agreed upon	March 1, 2023 to May 31, 2023
1) Intake and investigate min 3 housing discrimination complaints 2) Respond to min 34 requests for landlord/tenant-related assistance 3) Conduct one (1) Fair Housing/Fair Lending workshop/presentation 4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution 5) Submit monthly financial/reimbursement and quarterly performance reports as required	1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed 2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions 3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers 4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon	June 1, 2023 to August 31, 2023
1) Intake and investigate min 3 housing discrimination complaints 2) Respond to min 34 requests for landlord/tenant-related assistance 3) Conduct one (1) Fair Housing/Fair Lending workshop/presentation 4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution 5) Submit monthly financial/reimbursement and quarterly performance reports as required	1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed 2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions 3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers; hold FHM activities/draft proclamation 4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon	Sept 1, 2023 to Nov 30, 2023
1) Intake and investigate min 4 housing discrimination complaints 2) Respond to min 35 requests for landlord/tenant-related assistance 3) Conduct two (2) Fair Housing/Fair Lending workshops/presentations 4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution 5) Submit monthly financial/reimbursement and quarterly performance reports as required	1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed 2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions 3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers 4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon	Dec 1, 2023 to Feb 30, 2024

<p>1) Intake and investigate min 4 housing discrimination complaints</p> <p>2) Respond to min 34 requests for landlord/tenant-related assistance</p> <p>3) Conduct four (4) Fair Housing/Fair Lending workshops/presentations</p> <p>4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution</p> <p>5) Submit monthly financial/reimbursement and quarterly performance reports as required</p>	<p>1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed</p> <p>2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions</p> <p>3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers</p> <p>4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon</p>	<p>March 1, 2024 to May 31, 2024</p>
<p>1) Intake and investigate min 4 housing discrimination complaints</p> <p>2) Respond to min 35 requests for landlord/tenant-related assistance</p> <p>3) Conduct two (2) Fair Housing/Fair Lending workshops/presentations</p> <p>4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution</p> <p>5) Submit monthly financial/reimbursement and quarterly performance reports as required</p>	<p>1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed</p> <p>2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions</p> <p>3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers</p> <p>4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon</p>	<p>June 1, 2024 to August 31, 2024</p>
<p>1) Intake and investigate min 3 housing discrimination complaints</p> <p>2) Respond to min 34 requests for landlord/tenant-related assistance</p> <p>3) Conduct two (2) Fair Housing/Fair Lending workshops/presentations</p> <p>4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution</p> <p>5) Submit monthly financial/reimbursement and quarterly performance reports as required</p>	<p>1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed</p> <p>2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions</p> <p>3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers; hold FHM activities/proclamation</p> <p>4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon</p>	<p>Sep 1, 2024 to Nov 30, 2024</p>
<p>1) Summarize status of all HD complaint investigations; evaluate impact of contract enforcement objectives</p> <p>2) Summarize/close-out requests for landlord/tenant assistance</p> <p>3) Summarize impact of contract's FH/FL training objectives</p> <p>4) Summarize impact of contract's public outreach plan and brochure/flyer distribution</p> <p>5) Compile final financial report(s) as required</p>	<p>1) Summarize options, remedies, test results, where applicable, resolutions reached through advocacy, mediation, referrals to HUD/GCEO/attys</p> <p>2) Identify information/assistance provided re GA housing law, code enforcement, evictions/referrals, rental assistance, intervention counseling/dispute resolutions</p> <p>3) Identify target audiences trained - local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers</p>	<p>Dec 1, 2024 to Dec 31, 2024</p>

Fulton County Community Development Block Grant Program
ATTACHMENT C: Cost Reimbursement Schedule
Metro Fair Housing Services Inc- Fair Housing Services

Note: Complete the Reimbursement Schedule for each month until a zero balance is reached

Fair Housing Services Expense Description	Time Period	Submission Date	Reimbursement Amount
Project Implementation/Delivery Activities	Mar 2023	April 30, 2022	\$5,661
“	April 2023	May 31, 2023	\$5,661
“	May 2023	June 30, 2023	\$5,661
“	June 2023	July 31, 2023	\$5,661
“	July 2023	Aug 31, 2023	\$5,661
“	Aug 2023	Sept 30, 2023	\$5,661
“	Sept 2023	Oct 31, 2023	\$5,661
“	Oct 2023	Nov 30, 2023	\$5,661
“	Nov 2023	Dec 31, 2023	\$5,661
“	Dec 2023	Jan 31, 2024	\$5,661
“	Jan 2024	Feb 29, 2024	\$5,661
“	Feb 2024	Mar 31, 2024	\$5,661
“	Mar 2024	April 30, 2024	\$5,661
“	April 2024	May 31, 2024	\$5,661
“	May 2024	Jun 30, 2024	\$5,661
“	June 2024	July 31, 2024	\$5,661
“	July 2024	Aug 31, 2024	\$5,661
“	Aug 2024	Sept 30, 2024	\$5,661
“	Sept 2024	Oct 31, 2024	\$5,661
“	Oct 2024	Nov 30, 2024	\$5,661
“	Nov 2024	Dec 31, 2024	\$5,661
“	Dec 2024	Jan 31, 2025	\$5,661
“			
“			

TOTAL			\$124,542
--------------	--	--	------------------

Community Development Department Proper Invoice Tip Sheet & Sample Invoice

EXHIBIT D Fulton County Tips for a Proper Invoice

Vendor information (on Company Letterhead)

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

Invoice Details

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

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

- ✓ Fulton County Department Name/Address
Example: *Fulton County Department of Community Development, Youth and Community Services Division
137 Peachtree St SW Suite 100; Atlanta GA 30303*
- ✓ Department Representative Name
Example: *Carlos S Thomas*

Other Vendor Responsibilities

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

INVOICE

Sample

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

8 Date: August 6, 2021
9 INVOICE # ARPA2021-1
15 To: Fulton
County
Department of
Community
Development

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

16

Vendor Code	Purchase Order Number	Department Representative	Program Name
VS000000ABC	PO-121-16sC0000Sample-SM 10	Michelle Alston-Brown, Dept. of Community Development 16	ABC123 Program 12

Description

Total

12	Full ARPA Payment		
11	Services Rendered: March 17 - August 8, 2021		\$15,000
	Projected Deliverables: August 9 – December 31, 2021		\$10,000

	American Rescue Plan Act Funding (ARPA) Contract Period March 17, 2021-December 31, 2021 Total Funding Award: \$25,000		
	Please remit payments to the following: Sample Company, Inc. 141 Sample Drive Suite 100 Atlanta, GA 30303		
3	Please Contact Sample Sampleton at 404-000-0000 or <u>Sample@sample.com</u> if you have questions regarding this invoice		
		Subtotal	\$25,000
		Sales Tax	\$0
		Total	\$25,000

14

Sample Sampleton

Sample Sampleton, President and CEO

August 6 , 2021

Date

Make all checks payable to Sample Company, Inc.

Thank you for your support!

1

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

2

accounting@sample.com

3

EIN -12-345678

Fulton County Community Development Block Grant Program

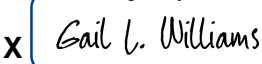
EXHIBIT E: 2 CFR Part 200

	Uniform Guidance Item	Response
1	Subrecipient Name	Metro Fair Housing Services, Inc
2	Subrecipient DUNS Number	169890662
3	Federal Award Identification Number (FAIN)	B-20-UC-13-0003; B-21-UC-13-0003; B-22-UC-13-0003
4	Federal Award Date	01/01/2020; 01/01/2021; 01/01/2022
5	Subaward Period of Performance Start and End Date	Start Date 01/01/2020; 01/01/2021; 01/01/2022 End Date: 6 years from start date
6	Amount of Federal Funds Obligated by This Action	23,334- Award Year 2020; \$23,224- Award Year 2021; \$77,874- Award Year 2022
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$125,524.00
8	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Metro Fair Housing Services Inc shall provide fair housing services to include landlord/tenant mediation, housing complaint investigations, counseling services, education, and outreach services for citizens
9	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
10	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
11	Identification of R&D Status	Not applicable
12	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
13	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
14	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as 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.
15	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

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

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

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

Signature of Authorized Certifying Official DocuSigned by:  035543BC4032453...	Subrecipient Metro Fair Housing Services, Inc
Title Executive Director	Date 04/03/2023

Fulton County Community Development Block Grant Program

EXHIBIT F:

Metro Fair Housing Services, Inc- Fair Housing Services Quarterly Performance Report

Metro Fair Housing Services, Inc

CDBG Funding Years: 2020, 2021, 2022Project Name: Fair Housing Services

Administering Department: _____

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: \$ _____

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

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

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	\$31,250	\$33,550	\$35,850	\$38,150
Very Low Income (31%-50%)	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950	\$59,800	\$63,650
Low Income (51%-80%)	\$40,500	\$46,320	\$52,080	\$57,840	\$62,520	\$67,140	\$71,760	\$76,380
Low -Moderate Income (81%-100%)	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450	\$95,650	\$101,800

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

BENEFICIARY DEMOGRAPHICS

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

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

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

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

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

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

Submitted by:

Name

Date: _____

Signature

Title: _____

Approved by:

Name

Date: _____

Signature

Title: _____

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

Metro Fair Housing Services, Inc CDBG Funding Year: 2020, 2021, 2022
Project Name: Fair Housing Services
Administering Department: _____
Reporting Period From: _____ To: _____

I. Project Status:
CDBG allocation amount: \$ _____
Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).
Contract Amounts: \$ _____ CDBG Amount: \$ _____
Contract Amounts: \$ _____ 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	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what 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>Outcome1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
<u>Objective #1:</u> Suitable Living Environment	<input type="checkbox"/> Accessibility for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Affordability for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Sustainability for the purpose of creating Suitable Living Environments
<u>Objective #2:</u> Decent Housing	<input type="checkbox"/> Accessibility for the purpose of providing Decent Housing	<input type="checkbox"/> Affordability for the purpose of providing Decent Housing	<input type="checkbox"/> Sustainability for the purpose of providing Decent Housing
<u>Objective #3:</u> Economic Opportunity	<input type="checkbox"/> Accessibility for the purpose of creating Economic Opportunities	<input type="checkbox"/> Affordability for the purpose of creating Economic Opportunities	<input type="checkbox"/> Sustainability for the purpose of creating Economic Opportunities

Submitted by:

Name _____

Date: _____

Signature _____

Title: _____

Approved by:

Name _____

Date: _____

Signature _____

Title: _____

Exhibit I

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 J
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2022- 2024

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 2022- 2024 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 checklists to be provided to the subrecipient.

SITE VISIT PROCEDURES

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

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent 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								
NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.									
23.	Are financial records kept in accordance with CDBG administrative requirements?								
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?								
	<table border="1"> <thead> <tr> <th>Type of Service</th><th>Name of Contractor</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Type of Service	Name of Contractor						
Type of Service	Name of Contractor								
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?												
	<table border="1"> <thead> <tr> <th><u>Type of Materials</u></th><th><u>Supplier</u></th></tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>	<u>Type of Materials</u>	<u>Supplier</u>										
<u>Type of Materials</u>	<u>Supplier</u>												
29.	How were materials and supplies procured?												
30.	Has the sub-recipient entered into CDBG-funded construction contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No												
	<table border="1"> <thead> <tr> <th><u>Description of Project</u></th><th><u>Contractor</u></th><th><u>Contract Amount</u></th></tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table>	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>									
<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>											
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No												
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:												
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? <input type="checkbox"/> Yes <input type="checkbox"/> No												
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:												
a.	Organizational chart? <input type="checkbox"/> Yes <input type="checkbox"/> No												
b.	Written definition of duties of key employees? <input type="checkbox"/> Yes <input type="checkbox"/> No												
c.	Formal system of authorization and supervision? <input type="checkbox"/> Yes <input type="checkbox"/> No												
d.	Separation of duties? <input type="checkbox"/> Yes <input type="checkbox"/> No												
e.	Staff qualifications for accounting functions? <input type="checkbox"/> Yes <input type="checkbox"/> No												
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) <input type="checkbox"/> Yes <input type="checkbox"/> No												
g.	Comparison of financial records to actual assets and liabilities performed? <input type="checkbox"/> Yes <input type="checkbox"/> No												

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

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

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

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

Community Development Block Grant Program
Fulton County Community Development Department



Fulton County

Legislation Details (With Text)

File #:	22-0709	Version:	1	Name:	
Type:	Consent - Health and Human Services	Status:		Agenda Ready	
File created:	4/13/2022	In control:		Board of Commissioners	
On agenda:	10/5/2022	Final action:			
Title:	Request approval of a recommended proposal - Department of Community Development, 22RFP0001-KM, Fair Housing Services in the amount of \$124,542.00 with Metro Fair Housing Services, Inc (Atlanta, GA) to provide fair housing services to include landlord/tenant mediation, housing complaint investigations, counseling services, education, and outreach services for citizens effective upon BOC approval through December 31, 2024. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)				

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1-EVALUATION COMMITTEE RECOMMENDATION LETTER-22RFP001A-KM-Fair Housing Services, 2. Exhibit 2- Contractor Performance Memo

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a recommended proposal - Department of Community Development, 22RFP0001-KM, Fair Housing Services in the amount of \$124,542.00 with Metro Fair Housing Services, Inc (Atlanta, GA) to provide fair housing services to include landlord/tenant mediation, housing complaint investigations, counseling services, education, and outreach services for citizens effective upon BOC approval through December 31, 2024. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Requirement for Board Action *(Cite specific Board policy, statute, or code requirement)*

In accordance with the Purchasing Code Section 102-374, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

File #: 22-0709, **Version:** 1

Is this a purchasing item?

Yes

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Department of Community Development recommends approval of the contract with Metro Fair Housing Services, Inc in the amount of \$124,542 to deliver Fair Housing Services. Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act, requires HUD and recipients of federal funds from HUD to affirmatively further the policies and purposes of the Fair Housing Act. The Fair Housing Act requires HUD and its recipients of federal funds to take meaningful actions to overcome patterns of discrimination and foster inclusive communities by addressing barriers that restrict access to opportunity based on protected characteristics, which are: race, color, national origin, religion, sex, familial status, and disability.

In administering federally funded programs and activities relating to housing and community development, the federal government, HUD, and its recipients must adhere to the Fair Housing Act by ensuring that fair housing services are outlined in its Annual Action Plan. The Department of Community Development's 2022 Annual Action Plan includes Fair Housing as a service delivered to constituents of Fulton County.

Scope of Work: The Fair Housing services provider will respond to all inquiries regarding housing discrimination based on race, color, national origin, religion, sex, familial status, disability, and other arbitrary forms of discrimination as defined in state and federal law in Fulton County. Fair Housing services include landlord/tenant mediation, housing complaint investigations, counseling services, education and outreach designed to ensure that the public becomes knowledgeable concerning fair housing laws and fair housing rights and violations. Outreach will engage constituents, realtors, landlords, property managers and financial institutions, etc. to increase awareness of fair housing laws. The Fair Housing services provider will also develop and implement a plan for National Fair Housing Month, which occurs annually in April.

Community Impact: The Department of Community Development, through the recommended Fair Housing Services contractor, will be able to deliver fair housing services to Fulton County constituents.

Department Recommendation: After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee determined that the proposal submitted by Metro Fair Housing Services be recommended to deliver fair housing services for the Fulton County Department of Community Development as required by the U.S. Department of Housing and Urban Development (HUD).

Project Implications: Granting approval will allow the Community Development Department to meet HUD's fair housing requirements, affirmatively further fair housing, address tenant/landlord issues, increase public awareness of the Fair Housing Act to meet the needs of Fulton County constituents.

Community Issues/Concerns: The Community Development Department has not identified any community issues or concerns regarding this request.

Department Issues/Concerns: The Community Development Department has not identified any

File #: 22-0709, **Version:** 1

departmental issues or concerns regarding this request.

Contract Modification: This is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: **\$124,542.00**

Prime Vendor: **Metro Fair Housing**

Prime Status: **Non-Profit**

Location: **Atlanta, GA**

County: **Fulton County**

Prime Value: **\$124,542.00**

Subcontractor: **None**

Total Contract Value: **\$124,542.00 or 100.00%**

Total M/FBE Value: **-0-**

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Memo

Contact Information *(Type Name, Title, Agency and Phone)*

Stanley Wilson, Director Community Development (404) 612-7378

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$124,542.00

TOTAL: \$124,542.00

Grant Information Summary

Amount Requested: \$124,542.00

Match Required: 0.

Start Date: Upon BOC Approval

End Date: December 2024

Match Account \$:

☐ Cash

☐ In-Kind

☒ Approval to Award

☐ Apply & Accept

File #: 22-0709, **Version:** 1

Fiscal Impact / Funding Source**Funding Line 1:**

865 121 8541 V103: Community Development Block Grant, Community Development, Fair Housing Services- \$23,334 -GY20

Funding Line 2:

865 121 8541 V103: Community Development Block Grant, Community Development, Fair Housing Services- \$23,334- GY21

Funding Line 3:

865 121 8541 V103: Community Development Block Grant, Community Development, Fair Housing Services- \$77,874-GY22

Key Contract Terms	
Start Date: Upon BOC approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: None

Overall Contractor Performance Rating:

Would you select/recommend this vendor again? N/A
Choose an item.

Report Period Start: **Report Period End:**



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

***AN AGREEMENT BETWEEN FULTON COUNTY
and
METRO FAIR HOUSING SERVICES, INC***

CFDA Number 14.218 – Community Development Block Grants	
Federal Award Identification Number:	B-20-UC-13-0003
	B-21-UC-13-0003
	B-22-UC-13-0003
Metro Fair Housing Services, Inc DUNS Number:	169890662
Federal Award Date:	01/01/2020- \$23,334.00
	01/01/2021- \$23,334.00
	01/01/2022- <u>\$77,874.00</u>
Total Fulton County CDBG Agreement Amount:	<u>\$124,542.00</u>

THIS AGREEMENT entered this 24th day of March 2023 by and between Fulton County, Georgia, a political subdivision of the State of Georgia (herein called the “Grantee”) and Metro Fair Housing Services, Inc., a Georgia non-profit corporation (hereinafter called the “Subrecipient”).

WITNESSETH THAT:

WHEREAS, on August 3, 2022 the Fulton County Board of Commissioners approved the 2022 Annual Action Plan 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 October 5, 2022, the Board of Commissioners approved RFQ#22RFP0001A-KM to deliver Fair Housing Services via Agenda Item 22-0709.

WHEREAS, Metro Fair Housing Services, Inc. has been provided CDBG funds by Fulton County for Fair Housing Services as set forth in 24 CFR §570.201(e) and to meet a national objective benefiting low/moderate income persons;

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to 24 CFR § 570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the Metro Fair Housing Services, Inc in the amount of **\$124,524.00**, shall be specifically used to provide fair housing services to include landlord/tenant mediation, housing complaint investigations, counseling services, education, and outreach services 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:

CONTRACT DOCUMENTS

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

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

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

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

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Years 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

Metro Fair Housing Services Inc located at 215 Lakewood Way SW Atlanta, Georgia 30315, shall provide fair housing services to include landlord/tenant mediation, housing complaint investigations, counseling services, education, and outreach services for citizens.

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

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 570.201(e).

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

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 5th day of October 2022 and shall end on the 31st day of December 2024.

III. BUDGET

Metro Fair Housing Services, Inc shall maintain a budget compliant to CDBG program requirements. See attached hereto and fully incorporated herein as Exhibit C, the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **\$124,542.00 for eligible fair housing services activities and shall be retroactive to 01/01/2020.** 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.

Sub-recipient shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

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

Submittal of Invoices: Invoices shall be submitted as follows: Via Mail: Fulton County Government 141 Pryor Street, SW Suite 7001 Atlanta, Georgia 30303 Attn: Finance Department – Accounts Payable OR Via Email: Email: Accounts.Payable@fultoncountyga.gov At minimum, original invoices must reference all of the following information:

1) Vendor Information

- a. Vendor Name
- b. Vendor Address
- c. Vendor Code
- d. Vendor Contact Information
- e. Remittance Address

2) Invoice Details

Please reference the Community Development Department Proper Invoice Tip Sheet attached hereto and fully incorporated herein as Exhibit D.

3) Fulton County Department Information (needed for invoice approval)

a. Department Name

b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Sub-recipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Sub-recipient will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Sub-recipient will be promptly paid by County. Payment of Sub-sub-recipients/Suppliers: The Sub-recipient must certify in writing that all Sub-sub-recipients of the Sub-recipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Sub-recipient is unable to pay Sub-sub-recipients or suppliers until it has received a progress payment from Fulton County, the prime Sub-recipient shall pay all Sub-sub-recipients or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

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

V. CONTRACT ADMINISTRATION

For the administration of this Contract, the Community Development Manager shall serve as the County's primary representative.

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

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Gail Williams, Executive Director
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	215 Lakewood Way SW Atlanta, Georgia 30315
Phone:	(404) 612-8077	(404) 524-0000
Email:	Kim.benjamin@fultoncountyga.gov	gail.williams@metrofairhousing.com

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200, attached hereto and fully incorporated herein as Exhibit E. All other items must be competitively procured.
- All staff costs covered by this grant for program delivery, including those retroactive to 01/01/2020, 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

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.

C. Hold Harmless

The Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, employees, sub-consultants, successors, assigns and agents, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, directors, successors, assigns or agents. 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. Insurance

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

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

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

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles)		

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

4. FIDELITY AND CRIME

(Employee Dishonesty-Theft)	Each Occurrence	\$500,000
-----------------------------	-----------------	-----------

*Above to include 3rd Party Coverage

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

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

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

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

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

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

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

1 **E. Bonding (Non-Applicable)**

2
3 **F. Grantor Recognition**

4
5 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through
6 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be
7 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the
8 support provided herein in all publications made possible with funds made available under this
9 Agreement.

10
11 **G. Amendments**

12
13 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
14 governmental guidelines, policies and available funding amounts, or for other reasons.

15
16 **H. Suspension or Termination**

17
18 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur
19 if the Sub-recipient materially fails to comply with any term of the award and the award may be
20 terminated for convenience.

21
22 Either party may terminate this Agreement at any time by giving written notice to the other party of such
23 termination and specifying the effective date there of at least 30 days before this effective date of such
24 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken
25 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or
26 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material
27 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the
28 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable
29 compensation for any satisfactory work completed on such documents or materials prior to the
30 termination.

31
32 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
33 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
34 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
35 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
36 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
37 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
38 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
39 in compliance.

40
41 **VIII. ADMINISTRATIVE REQUIREMENTS**

42
43 **A. Financial Management**

44 ***1. Accounting Standards***

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

48 ***2. Internal Controls***

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

51
52 ***3. Cost Principles***

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

B. Documentation and Record-Keeping

1. Records to be maintained

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

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

2. Retention

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

3. Client Data

The 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 Exhibit F, attached hereto and fully incorporated herein, and Year End Performance Reports in the form as provided in Exhibit G, attached hereto and fully incorporated herein, or as otherwise specified by the Grantee.

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. The written procurement procedures will be provided to the Grantee at the beginning of the contract and during the monitoring period. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement. Pursuant to Section X.D.2. below the 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.

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

3. Travel

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

4. Use and Reversion of Assets

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

- a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
- b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable

to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.

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

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

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

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

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 status 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. FBE/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.

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

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

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

b. Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with

1 which it has a collective bargaining agreement or other contract or understanding, if any, a notice
2 advising said labor organization or worker's representative of this commitment under this
3 Section 3 clause and shall post copies of the notice in conspicuous places available to
4 employees and applicants for employment of training.
5

6 **c. Subcontracts**

7 The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate
8 action pursuant to the subcontract upon finding that the subcontractor is in violation of
9 regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity
10 where it has notice or knowledge that the latter has found in violation of regulations under 24
11 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary
12 statement of ability to comply with the requirements of these regulations.
13

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

15 The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan
16 attached hereto and fully incorporated herein as Exhibit H.
17

18 **D. Conduct**

19
20 **1. Assignability**

21 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written
22 consent of the Grantee thereto; provided, however, that claims for money due or to become due to
23 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust
24 company, or other financial institution without such approval. Notice of any such assignment or
25 transfer shall be furnished promptly to the Grantee.
26

27 **2. Subcontracts**

28
29 **a. Approvals**

30 The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the
31 performance of this Agreement without the written consent of the Grantee prior to the execution
32 of such agreement.
33

34 **b. Monitoring**

35 The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract
36 compliance. Results of monitoring efforts shall be summarized in written reports and supported
37 with documented evidence of follow-up actions taken to correct areas of noncompliance. Sub-
38 Recipient Monitoring will take place as provided in Exhibit I, attached hereto and fully
39 incorporated herein, and a Sub-Recipient Monitoring Plan form, as provided in Exhibit J,
40 attached hereto and fully incorporated herein, will be used, unless otherwise specified by the
41 Grantee.
42

43 **c. Content**

44 The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included
45 in and made a part of any subcontract executed in the performance of this Agreement.
46

47 **d. Selection Process**

48 The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this
49 Agreement shall be awarded of a fair and open competition basis. Executed copies of all
50 subcontracts shall be forwarded to the Grantee along with documentation concerning the
51 selection process.
52

53 **3. Hatch Act**

54 The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement,
55 shall be in any way or to any extent engaged in the conduct of political activities in violation of
56 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 of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all 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 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.

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.

NOTICES

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

Notice to County, shall be addressed as follows:

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

With a copy to:

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

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

Atlanta, Georgia 30303

Notices to Consultant shall be addressed as follows:

[Insert Sub-recipient Representative Title]

[Insert Sub-recipient Organization Name]

[Insert Sub-recipient Address]

Telephone:

Email:

Attention: [Insert Sub-recipient Representative Name]

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

METRO FAIR HOUSING SERVICES INC.

DocuSigned by:

Gail L. Williams

935513BC4932453...

Gail L. Williams
Executive Director

ATTEST:

DocuSigned by:

Sharon Tonge

BEA9ACCA03584DF...

Sharon Tonge
Office Manager

(Affix Corporate Seal)

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

DocuSigned by:



(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

[Signature]

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Stanley Wilson

5E4D760FFB4A0450

Stanley Wilson, Director
Health & Human Services, Community
Development

2022-0709

10/05/2022 Regular Meeting

Fulton County Community Development Block Grant Program ATTACHMENT A- Project Description Metro Fair Housing Services Inc - Fair Housing Services

SCOPE OF WORK

1. **Intake and investigate a minimum of twenty-four (24) complaints/allegations** of housing discrimination on the bases of race, religion, color, national origin, sex (gender), disability and familial status; other bases of discrimination will likely be reported and assistance provided where feasible; however, current state and federal laws do not cover additional protected classes or provide redress.
 - Investigate all complaints reported in the designated County service area upon receipt of required documentation from complainant;
 - Determine fair housing needs, analyze facts and determine validity of the complaint;
 - Counsel complainants regarding options, remedies and next steps
 - With consent of the complainant, provide resolution of complaints through advocacy on behalf of the complainant by negotiating with housing providers, making administrative referrals to HUD/GCEO, providing mediation assistance, making referrals to a cooperating attorneys
 - Utilize trained Metro testers to investigate the complaint when appropriate and circumstances warrant
 - Document, track and report the outcome of all complaints to appropriate parties

2. **Respond to a minimum of 240 requests for information from individuals in need of landlord/tenant-related assistance, including but not limited to:**
 - Providing written materials to increase consumer awareness regarding GA housing law and the rights and responsibilities of tenants and landlords
 - Providing information/referrals regarding rental assistance resources, code enforcement, health and safety standards
 - Providing information and referrals regarding evictions to attorneys, legal services
 - Providing intervention counseling services with tenants and housing providers to assist in preventing evictions, mediating/conciliating disputes regarding rents, repairs, etc. utilizing telephone, in-person or virtual communication methods
 - Making presentations to community organizations representing target group

3. **Conduct a minimum of twelve (12) workshops** in virtual or in-person settings following the most recent CDC guidance in Fulton County focused on target audiences, including:
 - Local Government staff
 - Low income persons/minority/protected classes
 - Persons with disabilities and groups providing services to them
 - Realtors/Lenders
 - Landlords, leasing agents, property managers
4. **Provide an outreach plan**, exclusive of the workshops outlined above, including methods to be used for broad public outreach (PSAs, social network, print media and distribution of brochures, fliers, posters), listing of entities for distribution and frequency, events/locations at which outreach will be conducted; list of languages in which fair housing materials/information should be available to serve Fulton's protected classes
 - List activities to be held in honor of April, National Fair Housing Month, including working with County to issue a Proclamation recognizing importance of fair housing/equal opportunities
 - Design and implement Fair Housing Social Media Campaign;
 - Conduct a special training to help general public and housing providers understand their roles, rights, responsibilities under the law
 - Partner with local organization with fair housing mission to ensure equal housing opportunities for all
5. Create and submit for approval all outreach materials at least 30 days prior to workshop
 - All materials must include Fulton and fair housing logos, be provided in other languages as appropriate, contain disability statement and allow for copying/reuse
 - Handle public inquiries and complaints as appropriate

Fulton County Community Development Block Grant Program

ATTACHMENT B: Project Implementation Schedule

Metro Fair Housing Services Inc - Fair Housing Services

OBJECTIVES/ACTIVITIES	IMPLEMENTING TASKS	PROJECTED DATE
1) Intake and investigate min 3 housing discrimination complaints 2) Respond to min 34 requests for landlord/tenant-related assistance 3) Conduct no Fair Housing/Fair Lending workshops/presentations 4) Research/draft broad public outreach plan using social and print media, PSAs, brochure/flyer distribution 5) Submit monthly financial/reimbursement and quarterly performance reports as required NOTE: Activities begin pending contract execution	1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed 2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions 3) Research target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers 4) Draft materials with Fulton and fair housing logos; research radio media outlets for PSA's in English and Spanish/additional languages as agreed upon	March 1, 2023 to May 31, 2023
1) Intake and investigate min 3 housing discrimination complaints 2) Respond to min 34 requests for landlord/tenant-related assistance 3) Conduct one (1) Fair Housing/Fair Lending workshop/presentation 4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution 5) Submit monthly financial/reimbursement and quarterly performance reports as required	1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed 2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions 3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers 4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon	June 1, 2023 to August 31, 2023
1) Intake and investigate min 3 housing discrimination complaints 2) Respond to min 34 requests for landlord/tenant-related assistance 3) Conduct one (1) Fair Housing/Fair Lending workshop/presentation 4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution 5) Submit monthly financial/reimbursement and quarterly performance reports as required	1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed 2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions 3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers; hold FHM activities/draft proclamation 4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon	Sept 1, 2023 to Nov 30, 2023
1) Intake and investigate min 4 housing discrimination complaints 2) Respond to min 35 requests for landlord/tenant-related assistance 3) Conduct two (2) Fair Housing/Fair Lending workshops/presentations 4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution 5) Submit monthly financial/reimbursement and quarterly performance reports as required	1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed 2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions 3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers 4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon	Dec 1, 2023 to Feb 30, 2024

<p>1) Intake and investigate min 4 housing discrimination complaints</p> <p>2) Respond to min 34 requests for landlord/tenant-related assistance</p> <p>3) Conduct four (4) Fair Housing/Fair Lending workshops/presentations</p> <p>4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution</p> <p>5) Submit monthly financial/reimbursement and quarterly performance reports as required</p>	<p>1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed</p> <p>2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions</p> <p>3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers</p> <p>4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon</p>	<p>March 1, 2024 to May 31, 2024</p>
<p>1) Intake and investigate min 4 housing discrimination complaints</p> <p>2) Respond to min 35 requests for landlord/tenant-related assistance</p> <p>3) Conduct two (2) Fair Housing/Fair Lending workshops/presentations</p> <p>4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution</p> <p>5) Submit monthly financial/reimbursement and quarterly performance reports as required</p>	<p>1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed</p> <p>2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions</p> <p>3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers</p> <p>4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon</p>	<p>June 1, 2024 to August 31, 2024</p>
<p>1) Intake and investigate min 3 housing discrimination complaints</p> <p>2) Respond to min 34 requests for landlord/tenant-related assistance</p> <p>3) Conduct two (2) Fair Housing/Fair Lending workshops/presentations</p> <p>4) Implement broad public outreach plan using social and print media, PSAs, brochure/flyer distribution</p> <p>5) Submit monthly financial/reimbursement and quarterly performance reports as required</p>	<p>1) Counsel complainants re: options, remedies, next steps; conduct tests to investigate if warranted; provide resolution through advocacy, mediation, referrals to HUD/GCEO/attys as needed</p> <p>2) Provide information re GA housing law, code enforcement, evictions/referrals, rental assistance; provide intervention counseling/dispute resolutions</p> <p>3) Target audiences: local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers; hold FHM activities/proclamation</p> <p>4) Create and obtain prior approval for materials with Fulton and fair housing logos; run radio PSA's in English and Spanish/additional languages as agreed upon</p>	<p>Sep 1, 2024 to Nov 30, 2024</p>
<p>1) Summarize status of all HD complaint investigations; evaluate impact of contract enforcement objectives</p> <p>2) Summarize/close-out requests for landlord/tenant assistance</p> <p>3) Summarize impact of contract's FH/FL training objectives</p> <p>4) Summarize impact of contract's public outreach plan and brochure/flyer distribution</p> <p>5) Compile final financial report(s) as required</p>	<p>1) Summarize options, remedies, test results, where applicable, resolutions reached through advocacy, mediation, referrals to HUD/GCEO/attys</p> <p>2) Identify information/assistance provided re GA housing law, code enforcement, evictions/referrals, rental assistance, intervention counseling/dispute resolutions</p> <p>3) Identify target audiences trained - local gov't staff; sub-recipients; low-income/minority persons/protected classes; persons with disabilities and their advocates; housing providers</p>	<p>Dec 1, 2024 to Dec 31, 2024</p>

Fulton County Community Development Block Grant Program
ATTACHMENT C: Cost Reimbursement Schedule
Metro Fair Housing Services Inc- Fair Housing Services

Note: Complete the Reimbursement Schedule for each month until a zero balance is reached

Fair Housing Services Expense Description	Time Period	Submission Date	Reimbursement Amount
Project Implementation/Delivery Activities	Mar 2023	April 30, 2022	\$5,661
“	April 2023	May 31, 2023	\$5,661
“	May 2023	June 30, 2023	\$5,661
“	June 2023	July 31, 2023	\$5,661
“	July 2023	Aug 31, 2023	\$5,661
“	Aug 2023	Sept 30, 2023	\$5,661
“	Sept 2023	Oct 31, 2023	\$5,661
“	Oct 2023	Nov 30, 2023	\$5,661
“	Nov 2023	Dec 31, 2023	\$5,661
“	Dec 2023	Jan 31, 2024	\$5,661
“	Jan 2024	Feb 29, 2024	\$5,661
“	Feb 2024	Mar 31, 2024	\$5,661
“	Mar 2024	April 30, 2024	\$5,661
“	April 2024	May 31, 2024	\$5,661
“	May 2024	Jun 30, 2024	\$5,661
“	June 2024	July 31, 2024	\$5,661
“	July 2024	Aug 31, 2024	\$5,661
“	Aug 2024	Sept 30, 2024	\$5,661
“	Sept 2024	Oct 31, 2024	\$5,661
“	Oct 2024	Nov 30, 2024	\$5,661
“	Nov 2024	Dec 31, 2024	\$5,661
“	Dec 2024	Jan 31, 2025	\$5,661
“			
“			

TOTAL			\$124,542
--------------	--	--	------------------

Community Development Department Proper Invoice Tip Sheet & Sample Invoice

EXHIBIT D Fulton County Tips for a Proper Invoice

Vendor information (on Company Letterhead)

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

Invoice Details

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

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

- ✓ Fulton County Department Name/Address
Example: *Fulton County Department of Community Development, Youth and Community Services Division
137 Peachtree St SW Suite 100; Atlanta GA 30303*
- ✓ Department Representative Name
Example: *Carlos S Thomas*

Other Vendor Responsibilities

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

INVOICE

Sample

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

8 Date: August 6, 2021

9 INVOICE # ARPA2021-1

To: Fulton
County
Department of
Community
Development

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

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

Description

Total

12	Full ARPA Payment		
11	Services Rendered: March 17 - August 8, 2021		\$15,000
	Projected Deliverables: August 9 – December 31, 2021		\$10,000

	American Rescue Plan Act Funding (ARPA) Contract Period March 17, 2021-December 31, 2021 Total Funding Award: \$25,000		
	Please remit payments to the following: Sample Company, Inc. 141 Sample Drive Suite 100 Atlanta, GA 30303		
3	Please Contact Sample Sampleton at 404-000-0000 or <u>Sample@sample.com</u> if you have questions regarding this invoice		
		Subtotal	\$25,000
		Sales Tax	\$0
		Total	\$25,000

14

Sample Sampleton

Sample Sampleton, President and CEO

August 6 , 2021

Date

Make all checks payable to Sample Company, Inc.

Thank you for your support!

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

1

2

3

accounting@sample.com EIN -12-345678

Fulton County Community Development Block Grant Program

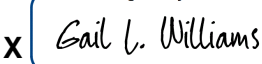
EXHIBIT E: 2 CFR Part 200

	Uniform Guidance Item	Response
1	Subrecipient Name	Metro Fair Housing Services, Inc
2	Subrecipient DUNS Number	169890662
3	Federal Award Identification Number (FAIN)	B-20-UC-13-0003; B-21-UC-13-0003; B-22-UC-13-0003
4	Federal Award Date	01/01/2020; 01/01/2021; 01/01/2022
5	Subaward Period of Performance Start and End Date	Start Date 01/01/2020; 01/01/2021; 01/01/2022 End Date: 6 years from start date
6	Amount of Federal Funds Obligated by This Action	23,334- Award Year 2020; \$23,224- Award Year 2021; \$77,874- Award Year 2022
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$125,524.00
8	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Metro Fair Housing Services Inc shall provide fair housing services to include landlord/tenant mediation, housing complaint investigations, counseling services, education, and outreach services for citizens
9	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
10	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
11	Identification of R&D Status	Not applicable
12	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
13	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
14	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as 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.
15	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

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

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

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

Signature of Authorized Certifying Official DocuSigned by:  035543BC4032453...	Subrecipient Metro Fair Housing Services, Inc
Title Executive Director	Date 04/03/2023

Fulton County Community Development Block Grant Program

EXHIBIT F:

Metro Fair Housing Services, Inc- Fair Housing Services Quarterly Performance Report

Metro Fair Housing Services, Inc

CDBG Funding Years: 2020, 2021, 2022Project Name: Fair Housing Services

Administering Department: _____

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: \$ _____

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

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

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	\$31,250	\$33,550	\$35,850	\$38,150
Very Low Income (31%-50%)	\$33,750	\$38,600	\$43,400	\$48,200	\$52,100	\$55,950	\$59,800	\$63,650
Low Income (51%-80%)	\$40,500	\$46,320	\$52,080	\$57,840	\$62,520	\$67,140	\$71,760	\$76,380
Low -Moderate Income (81%-100%)	\$54,000	\$61,700	\$69,400	\$77,100	\$83,300	\$89,450	\$95,650	\$101,800

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

BENEFICIARY DEMOGRAPHICS

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

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

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

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

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

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

Submitted by:

Name

Date: _____

Signature

Title: _____

Approved by:

Name

Date: _____

Signature

Title: _____

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

Metro Fair Housing Services, Inc CDBG Funding Year: 2020, 2021, 2022
Project Name: Fair Housing Services
Administering Department: _____
Reporting Period From: _____ To: _____

I. Project Status:
CDBG allocation amount: \$ _____
Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).
Contract Amounts: \$ _____ CDBG Amount: \$ _____
Contract Amounts: \$ _____ 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	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

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

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

Income Benefit: Complete the following statement.

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

Anticipated Accomplishments:

Actual Accomplishment:

Total Number of Beneficiaries:

Zip Code of Project Location:

Census Tract(s) and Block Groups Impacted:

Commission District(s) Impacted:

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

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

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

Submitted by:

Name

Date:

Signature

Title:

Approved by:

Name

Date:

Signature

Title:

Exhibit I

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 J
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2022- 2024

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 2022- 2024 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 checklists to be provided to the subrecipient.

SITE VISIT PROCEDURES

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

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent 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								
NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.									
23.	Are financial records kept in accordance with CDBG administrative requirements?								
	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?								
	<table border="1"> <thead> <tr> <th>Type of Service</th><th>Name of Contractor</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Type of Service	Name of Contractor						
Type of Service	Name of Contractor								
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?												
	<table border="1"> <thead> <tr> <th><u>Type of Materials</u></th><th><u>Supplier</u></th></tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>	<u>Type of Materials</u>	<u>Supplier</u>										
<u>Type of Materials</u>	<u>Supplier</u>												
29.	How were materials and supplies procured?												
30.	Has the sub-recipient entered into CDBG-funded construction contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No												
	<table border="1"> <thead> <tr> <th><u>Description of Project</u></th><th><u>Contractor</u></th><th><u>Contract Amount</u></th></tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table>	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>									
<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>											
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No												
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:												
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? <input type="checkbox"/> Yes <input type="checkbox"/> No												
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:												
a.	Organizational chart? <input type="checkbox"/> Yes <input type="checkbox"/> No												
b.	Written definition of duties of key employees? <input type="checkbox"/> Yes <input type="checkbox"/> No												
c.	Formal system of authorization and supervision? <input type="checkbox"/> Yes <input type="checkbox"/> No												
d.	Separation of duties? <input type="checkbox"/> Yes <input type="checkbox"/> No												
e.	Staff qualifications for accounting functions? <input type="checkbox"/> Yes <input type="checkbox"/> No												
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) <input type="checkbox"/> Yes <input type="checkbox"/> No												
g.	Comparison of financial records to actual assets and liabilities performed? <input type="checkbox"/> Yes <input type="checkbox"/> No												

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

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

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

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

Community Development Block Grant Program
Fulton County Community Development Department



Fulton County

Legislation Details (With Text)

File #:	22-0709	Version:	1	Name:	
Type:	Consent - Health and Human Services	Status:		Agenda Ready	
File created:	4/13/2022	In control:		Board of Commissioners	
On agenda:	10/5/2022	Final action:			
Title:	Request approval of a recommended proposal - Department of Community Development, 22RFP0001-KM, Fair Housing Services in the amount of \$124,542.00 with Metro Fair Housing Services, Inc (Atlanta, GA) to provide fair housing services to include landlord/tenant mediation, housing complaint investigations, counseling services, education, and outreach services for citizens effective upon BOC approval through December 31, 2024. (APPROVED UPON ADOPTION OF THE CONSENT AGENDA)				

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1-EVALUATION COMMITTEE RECOMMENDATION LETTER-22RFP001A-KM-Fair Housing Services, 2. Exhibit 2- Contractor Performance Memo

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a recommended proposal - Department of Community Development, 22RFP0001-KM, Fair Housing Services in the amount of \$124,542.00 with Metro Fair Housing Services, Inc (Atlanta, GA) to provide fair housing services to include landlord/tenant mediation, housing complaint investigations, counseling services, education, and outreach services for citizens effective upon BOC approval through December 31, 2024. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Requirement for Board Action *(Cite specific Board policy, statute, or code requirement)*

In accordance with the Purchasing Code Section 102-374, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

File #: 22-0709, Version: 1

Is this a purchasing item?

Yes

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Department of Community Development recommends approval of the contract with Metro Fair Housing Services, Inc in the amount of \$124,542 to deliver Fair Housing Services. Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act, requires HUD and recipients of federal funds from HUD to affirmatively further the policies and purposes of the Fair Housing Act. The Fair Housing Act requires HUD and its recipients of federal funds to take meaningful actions to overcome patterns of discrimination and foster inclusive communities by addressing barriers that restrict access to opportunity based on protected characteristics, which are: race, color, national origin, religion, sex, familial status, and disability.

In administering federally funded programs and activities relating to housing and community development, the federal government, HUD, and its recipients must adhere to the Fair Housing Act by ensuring that fair housing services are outlined in its Annual Action Plan. The Department of Community Development's 2022 Annual Action Plan includes Fair Housing as a service delivered to constituents of Fulton County.

Scope of Work: The Fair Housing services provider will respond to all inquiries regarding housing discrimination based on race, color, national origin, religion, sex, familial status, disability, and other arbitrary forms of discrimination as defined in state and federal law in Fulton County. Fair Housing services include landlord/tenant mediation, housing complaint investigations, counseling services, education and outreach designed to ensure that the public becomes knowledgeable concerning fair housing laws and fair housing rights and violations. Outreach will engage constituents, realtors, landlords, property managers and financial institutions, etc. to increase awareness of fair housing laws. The Fair Housing services provider will also develop and implement a plan for National Fair Housing Month, which occurs annually in April.

Community Impact: The Department of Community Development, through the recommended Fair Housing Services contractor, will be able to deliver fair housing services to Fulton County constituents.

Department Recommendation: After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee determined that the proposal submitted by Metro Fair Housing Services be recommended to deliver fair housing services for the Fulton County Department of Community Development as required by the U.S. Department of Housing and Urban Development (HUD).

Project Implications: Granting approval will allow the Community Development Department to meet HUD's fair housing requirements, affirmatively further fair housing, address tenant/landlord issues, increase public awareness of the Fair Housing Act to meet the needs of Fulton County constituents.

Community Issues/Concerns: The Community Development Department has not identified any community issues or concerns regarding this request.

Department Issues/Concerns: The Community Development Department has not identified any

File #: 22-0709, **Version:** 1

departmental issues or concerns regarding this request.

Contract Modification: This is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: **\$124,542.00**

Prime Vendor: **Metro Fair Housing**

Prime Status: **Non-Profit**

Location: **Atlanta, GA**

County: **Fulton County**

Prime Value: **\$124,542.00**

Subcontractor: **None**

Total Contract Value: **\$124,542.00 or 100.00%**

Total M/FBE Value: **-0-**

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Memo

Contact Information *(Type Name, Title, Agency and Phone)*

Stanley Wilson, Director Community Development (404) 612-7378

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$124,542.00

TOTAL: \$124,542.00

Grant Information Summary

Amount Requested: \$124,542.00

Match Required: 0.

Start Date: Upon BOC Approval

End Date: December 2024

Match Account \$:

☐ Cash

☐ In-Kind

☒ Approval to Award

☐ Apply & Accept

File #: 22-0709, **Version:** 1

Fiscal Impact / Funding Source**Funding Line 1:**

865 121 8541 V103: Community Development Block Grant, Community Development, Fair Housing Services- \$23,334 -GY20

Funding Line 2:

865 121 8541 V103: Community Development Block Grant, Community Development, Fair Housing Services- \$23,334- GY21

Funding Line 3:

865 121 8541 V103: Community Development Block Grant, Community Development, Fair Housing Services- \$77,874-GY22

Key Contract Terms	
Start Date: Upon BOC approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: None

Overall Contractor Performance Rating:

Would you select/recommend this vendor again? N/A
Choose an item.

Report Period Start: **Report Period End:**