CIVILITY PLEDGE
The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes

May 2, 2023 6:00 PM

AGENDA

1. **CALL TO ORDER:**
2. **ROLL CALL:**
   Alan Hallman
   Mike Rast
   Brett Reichert
   Mark Adams
   Chloe Alexander
3. **WELCOME:**
4. **PLEDGE OF ALLEGIANCE:**
5. **INVOCATION:**
6. **PRESENTATIONS:**
7. **PUBLIC HEARING:**
8. **QUESTIONS ON AGENDA ITEMS:**
   The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.
9. **CONSENT AGENDA:**

   9.I. Consideration and Action to approve the April 18th Council Meeting minutes.

   Supporting Document(s):
   1. 04182023 Drafted Minutes

   9.II. Consideration and Action to approve the April 18th Executive Session minutes.
10. **OLD BUSINESS:**
11. **NEW BUSINESS:**

   11.I. Consideration and Action to accept a $70,000 grant from Georgia Recreation and Parks Association by way of the Georgia Department of Education.

   Background:
   The Hapeville Recreation Department was awarded a $70,000 grant from the Georgia Recreation and Parks Association's Building Opportunities in Out-of-School Time (BOOST) Grant Program for the summer of 2023. The BOOST program seeks to leverage out-of-school time while focusing on a whole child approach to address learning loss in Georgia. With this grant, the department will be able to add specific summer staffing, provide free educational

field trips and in-house experiences, and purchase supplies and materials to promote STEAM learning. The grant will also create an outdoor classroom located by the football field to include seating and a shade structure for students. This is a non-matching reimbursement grant.

Supporting Document(s):

1. MOU Summer 2023
2. Conflict of Interest Summer 2023

11.II. Consideration and Action to approve the Corbett Group, LLC in the amount of $ 75,300 for a new asphalt walking track at John R. Lewis Memorial Park and approve all necessary documents from Fulton County.

Background:
The City of Hapeville has received $ 65,000 in grant funds from the Fulton County Department of Community Development. These CDBG funds will be used to install an asphalt walking track around the outside of the upper soccer field and tie into the existing asphalt walking trail in John R. Lewis Memorial Park. The Corbett Group, LLC had the low bid at $ 75,300 and the only other bid submitted was Ryde Grading at $164,048.67. The $10,300 of costs in excess of the Grant will be funded by T-SPLOST II receipts.

Supporting Document(s):

1. 0476_001
2. 0477_001
3. Hapeville - CDBG 2022 Contract ii

11.III. Consideration and Action on Financing Bank and Financing Terms on Two (2) New Vehicles for the Police Department.

Background:
The Police department has requested to purchase twenty-three (23) new vehicles to replace their entire fleet (estimated cost of $1.5M). After recent communication with vendor - Brannen Ford Motor Company, two (2) of these vehicles with an estimated cost $99.6K are available now and will be included in the next amended budget for fiscal year 2022-2023. The remaining twenty-one (21) vehicles will be included in next year's (FY2023-2024) budget. Finance staff submitted Request for Proposals (RFPs) to four (4) banks (Truist Financial Corporation, Regions Equipment Finance Corporation, Bank OZK and Magnolia Bank) to finance these vehicles from Brannen Ford Motor Company. After receiving proposals from three (3) of the four (4) banks, our staff recommends Regions Equipment Finance Corporation to finance our Police department's new vehicles purchase for 72 months at 3.96%.

Supporting Document(s):

1. 1. Bank Financing - 2023 Comparison Updated Summary
2. 2. Bank Financing Term Sheet - (2023) - Regions Equipment Finance Corporation
3. 3. Bank Financing Term Sheet - (2023) - Truist Financial Corporation - GMA Lease Purchase
4. 4. Bank Financing Term Sheet - (2023) - RE_ RFP - Magnolia Bank - GMA Lease Purchase
5. 5. HAPEVILLE 2 PATROL BUILD INVOICE - 4-21-2023-(Two Additional - FY2022-2023)
6. 6. Estimated Cost Summary - (2023) - Police Vehicles

11.IV. Discussion on the City of Hapeville Wayfinding and Placemaking Signage.

Background:
In 2019, the City of Hapeville was awarded a Livable Centers Initiative (LCI) Investment Policy Studies Grant from the Atlanta Regional Commission. The study formulated wayfinding, streetscape, design guidelines and signage plan to encourage efficient and safe movement of pedestrians, bicycles and vehicles in, through and around the City of Hapeville. As part of the study process, public outreach meetings were held to receive input for design

and other recommendations.

Included in your packet tonight are designs for city limit entry signs, street concept signs, banners, and wayfinding signs and a draft project timeline. Staff is requesting input from the Council and recommending the City move forward with the wayfinding and placemaking project.

Supporting Document(s):

1. Wayfinding Signage PresentationV2

11.V. Discussion of Fiscal Year 2023 / 2024 Budget Preview

Background:
The City fiscal year 2023 year ends June 30 2023. City staff is in progress of preparing its draft fiscal 2024 budget for Council. At this May 2nd meeting, City Manager and Staff will highlight key requests, issues, and proposed initiatives. The official first reading is expected no later than June 6th with 2nd reading and adoption request June 20th. Staff will provide documents for the talking points at the meeting.

12. CITY MANAGER REPORTS:

13. PUBLIC COMMENTS:
Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

14. MAYOR AND COUNCIL COMMENTS:

15. EXECUTIVE SESSION: *When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).*

16. ADJOURN:
Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.

CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

ALAN HALLMAN
MAYOR

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ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL WORK SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at http://hapevillega.civicclerk.com/Web/Player.aspx?id=946&key=-1&mod=-1&mk=-1&nov=0

April 18, 2023 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:00 PM
2. **ROLL CALL:** All Members of the Council were present, which constituted a quorum.
   - ✓ Alan Hallman
   - ✓ Mike Rast
   - ✓ Brett Reichert
   - ✓ Mark Adams
   - ✓ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the April 18th Meeting.
4. **PRESENTATIONS:**

   4.I. Police Drone Program Presentation

   Detective Mike Sanders and Officer Mike Abercrombie presented to Council a summary of the benefits of having a drone in the Police Department. Detective Sanders stated that a drone would help officers screen calls before arriving. He gave examples of how drones are intervening in Police Departments across Georgia. Detective Sanders also detailed the financial cost to the Council. He further expressed the beneficial impact of this program on the City related to crime.
5. **QUESTIONS ON AGENDA ITEMS:** None
6. **CONSENT AGENDA:**

   6.I. Consideration and Action to approve the March 21st, Council Meeting minutes.

   6.II. Consideration and Action to approve the April 4th, Council Meeting minutes.

   MOTION: Councilman Alexander made a motion to approve the consent agenda, Councilman Adams provided a second. **Motion carried 4-0.**
7. **OLD BUSINESS:** None
8. **NEW BUSINESS:**

   8.I. Consideration and Action to approve the Police Drone Program.

   MOTION: Councilman Adams made a motion to approve the Police Drone Program, Alderman Rast provided a second. **Motion carried 4-0.**

   8.II. Consideration and Action to approve the Proud Together Yoga and Market.

   MOTION: Councilman Reichert made a motion to approve the consent agenda, Councilman Alexander provided a second. **Motion carried 4-0.**

8.III. Discussion for the partial road closure on Chestnut Street.

This was a discussion item only; No action was taken. Community Service Director Lee Sudduth informed the Governing Body of the road closure and detailed the process that would take place.

9. CITY MANAGER REPORTS: City Manager, Tim Young spoke about the Following items**:**

- April 14th marked the final film series, a successful closure to this year's series. Interested parties will be able to apply for the film series for the 23-24 fall and winter film series.

- The City's opening weekend was a success.

- Staff is continuing to work on the budget for Fy24. At the next meeting, there will be an initial look for Council to review. Staff is asking Council for any input regarding any priorities that they may have. Public viewing will be ready in mid-May, and the public hearing will be pursued in early June.

- Staff is working on a bulk mailing notice for the Parking Survey, which should increase public response.

- Updated Council on the STR, currently, staff received 15 applications, with ten being approved and two denied. A link to report unlisted STR was added to the City's Website.

10. PUBLIC COMMENTS: None

11. MAYOR AND COUNCIL COMMENTS:
Councilman Reichert made no comments at this time.
Councilman Adams thanked city staff for a successful opening day event for baseball.
Councilman Alexander thanked all for attending the meeting.
Alderman Rast made no comments at this time.
Mayor Hallman echoed the sediments of Councilman Adams regarding the opening day event and thanked City staff for a great job. He stated that the ball field looked great, and there was good participation for residents.

12. EXECUTIVE SESSION: *When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).*

MOTION: Alderman Rast made a motion to go into recess, Councilman Adams provided the second. **Motion carried 4-0.**

Councilman Adams made a motion to go into executive session at 6:57PM. Councilman Reichert provided the second. **Motion carried 4-0.**

MOTION: Councilman Alexander made a motion to exit executive session and enter back into regular meeting. Councilman Adams provided the second. **Motion carried 4-0.**

13. ADJOURN:
MOTION: Councilman Alexander made a motion to adjourn at 7:40PM, Councilman Reichert provided a second**. Motion carried 4-0.**

Respectfully submitted,

____
Alan Hallman, Mayor

____
Sharee Steed, City Clerk

Georgia Recreation and Park Association – BOOST Program

2023 MOU & Assurances for Contractors Receiving American Rescue Plan Act (ESSER) Funds

Georgia Recreation and Park Association, Inc.
Memorandum of Agreement (MOU)

Georgia Recreation and Park Association, Inc. (hereinafter referred to as "**GRPA**"), a Georgia non-profit corporation with its principal place of business located at 1285 Parker Road SE, Conyers, Georgia 30094-5957, enters into this Memorandum of Understanding ("**MOU**") with City of Hapeville ___ (hereinafter referred to as the "**Contractor**") in the total amount of $70,000 ______ to provide comprehensive out-of-school time services under the terms and conditions set forth in this MOU.

The Contractor agrees to deliver professional services that meet the general scope of work required for the GRPA BOOST Program, as described here:

- Operate comprehensive afterschool and/or summer programming that expands and improves high-quality learning and supports for K-12 students in the Contractor's local community
- Combat learning loss and meet students' well-being, connectedness, and mental health needs
- Directly support learning acceleration and whole child approaches to positive youth development
- Prepare students for success in the present and ready students for new learning
- Jump-start underperforming students into learning new concepts
- Create opportunities for struggling students to learn alongside their more successful peers
- Address students' comprehensive needs through the shared responsibility of students, families, schools, and communities
- Acknowledge and address non-academic factors that impact academic outcomes while expanding learning opportunities
- Create environments where students are healthy, safe, engaged, supported, and challenged
- Expand access to serve more youth, with an emphasis on children who were most impacted by the pandemic
- Reduce barriers to participation to ensure access for all
- Increase programmatic quality and expand or enhance supports/services offered

As a condition of this MOU, the parties agree as follows:

1. *Use of Funds.*
   The overall purpose of the services provided under this MOU is to support learning acceleration, connectedness, and well-being of Georgia's students, utilizing a whole child approach. Funds will be expended only in accordance with this MOU and as specified as allowable in the GRPA RFP and/or in any approved budgets. Any changes in the implementation of the contracted services will require the prior written approval of GRPA.
2. *Contract Period, Invoicing & Payment.*
   The contract period for this MOU **June 1, 2023 – July 31, 2023** ("**Contract Period**"), subject to the terms contained in this MOU. The Contractor shall invoice GRPA no more frequently than monthly for services provided during the Contract Period. GRPA will pay the Contractor's invoice within 30 days *with the condition that GRPA must first successfully receive those funds from GaDOE through a separate process*.
3. *GRPA BOOST Project Administrator.* The GRPA BOOST Statewide Program Administrator (Craig Sowell) in Consultation with the GRPA Executive Director (Steve Card) will manage this Statewide Project. The GRPA BOOST Statewide Program Administrator shall direct the Program and control the manner of its performance. If the GRPA BOOST Statewide Program Administrator is no longer employed by GRPA or becomes unable or unwilling to complete the Program for any reason, the GRPA Executive Director will be the point of contact. The Contractor shall establish persons to be accountable at the local level for all funds paid under this MOU and communicate regularly and in a timely manner with the appropriate GRPA Staff. Failure to communicate in a timely manner may jeopardize current and/or future funding under the GRPA Statewide BOOST Program.
4. *Reports. The* Contractors agrees to abide by any programmatic or fiscal reporting deadlines established by GRPA to effectively administer the Program. Monthly reports shall include financial reporting for the period covered, narrative description of provided activities, dosage, duration and detailed information on Program objectives and outcomes. Other information may be required by GRPA to maintain Program compliance. The Contractor must complete the Evaluation Form and Final Reports as required. The Final Report for each year of the Program shall be due __TBA _______, 2023.

GRPA may add supporting materials (i.e., news articles, evaluation reports, etc.) if such materials help to convey the significance of the work completed under this Program. Observation and inspection visits may be unannounced or scheduled from various partners of the GRPA BOOST Program.

5. *Accounts & Recordkeeping.*
The Contractor will be responsible for their own bookkeeping and submittal of reports to GRPA by deadlines required for reimbursement. Books and records may be requested by GRPA or GRPA's grantor, Georgia Department of Education (GaDOE), at any time during the Contract Period. Contractor shall maintain books and records regarding the Program and the funds provided under this MOU and make them available for inspection, subject to any limitations imposed by applicable law. GRPA and Contractor shall maintain copies of any records and reports under the Program for a period of at least (__) years after the Contract Period ends (or according to Georgia Secretary of State Record Retention Policies).
6. *Assurances, Warranties, & Representations.*
The Contractor named in this MOU is a recipient of federal ESSER funds in the GRPA BOOST Program, which utilizes relief funds provided by the American Rescue Plan Act. The Georgia Department of Education (GaDOE) is the primary grantee. As the contractor providing purchased services to the State-wide subgrantee (GRPA), you are bound to the assurances contained in this document; these assurances will be in effect for the period of the contract agreement. Failure to be in compliance with any aspect of the contract agreement, including these assurances, may result in the delay, reduction, or termination of said agreement and accompanying funds.

These assurances are integral to this MOU; by signing this MOU, the Contractor agrees to the assurances. The contractor hereby assures that it will comply with the following:

	Assurances
1.	The signatory for these assurances certifies that he/she/they has the authority to bind the Contractor.
2.	Contractor certifies that neither it nor its related corporations and vendors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation inthis transaction by any Federal department or agency.
3.	The Contractor certifies that it will have information available regarding its services that can be provided to community stakeholders upon request.
4.	The Contractor certifies the instruction and content offered are secular, neutral, and non-ideological.
5.	The services will take place in a safe and easily accessible facility. It is the responsibility of the Contractor to ensure that it meets all requirements, including but not limited to, child-care licensing, occupancy, fire, water, and transportation of students.
6.	The services will be administered in accordance with all applicable statutes, regulations,program plans, and applications.
7.	Prior to any material change affecting the purpose, administration, organization, budget, or operationof the contracted services, the Contractor agrees to submit an appropriately amended application or project description to the Subgrantee for approval.
8.	The Contractor agrees to notify the Subgrantee, in writing, of any change in the contact information provided in its application.
9.	The Contractor will use fiscal control and sound accounting procedures that will ensure proper disbursement of and account for Federal and state funds paid to the Contractor to perform its duties.
10.	The Contractor will cooperate in carrying out any evaluation of services provided by or for the Subgrantee, the Georgia Department of Education, the U.S. Department of Education, or other state or Federal officials.
11.	The Contractor will submit reports to the Subgrantee as may reasonably be required. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for the Subgrantee to perform its duties.

12.	The Contractor will adhere to all service evaluation requirements, reporting deadlines and data certification processes established by the Subgrantee for the purpose of the annual summative evaluation, formative assessment and summer evaluation reports.
13.	The Contractor is responsible for ensuring that all applicable liability insurance requirements are met and will submit proof of its Fidelity and Liability Insurance Policy and proof of minimum liability transportation insurance to the Subgrantee within 60 days if requested.
14.	All invoices for service will be submitted in a timely manner as stipulated by the Subgrantee in the contract agreement.
15.	The Contractor certifies that state and national criminal background checks will be conducted annually for any and all individuals acting on behalf of the Contractor including regular volunteers, employees, contractors, relatives, etc. prior to their employment, whether or not they have direct contact with students. In addition, the Contractor agrees to develop and utilize written policies on how the criminal background check results will be used in hiring and volunteer practices.
16.	The Contractor will comply with the Family Education Rights and Privacy Act of 1974.
17.	Contractor will comply with all Federal statutes relating to nondiscrimination. These include but arenot limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis ofrace, color, or national origin; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, and the Americans with Disabilities Act of 1990, which prohibits discrimination on a basis of disability.
18.	In accordance with the Federal Drug-Free Workplace and Community Act Amendments of 1989 andthe Drug-Free Workplace Act of 1988, the Contractor understands that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana, or dangerous drug is prohibited at geographic locations at which individuals are directly engaged in the performance ofwork pursuant to BOOST Program.

Additionally, all Contractors agree to the following quality standards for services provided. Note that nothing in this section shall be construed to affect existing legal requirements established for individuals with access to minor children, including but not limited to those related to camps, employee criminal background checks, and any relevant licenses and permits. All subcontracted/partner staff must meet the same requirements as if they were actual staff of the Contractor.

- In addition to safety training, all staff must receive training on safe operations including COVID-19 mitigation strategies, (e.g., mask wearing, social distancing, hand hygiene, cleaning, and disinfecting), infection control requirements, and Centers for Disease Control and Prevention (CDC) and state guidelines and protocols.
- There shall be a designated staff person in charge, who is 18 years of age or older, always on site when the afterschool or summer service is in operation. Teacher/Lead Caregivers must be at least 18 years of age and the assistant caregiver/aide may be 16 or 17 years of age; however, a director must be at least 21 years of age.
- Any Contractor whose program includes activities at a waterfront or swimming area, whether as a regular part of their service location or as an off-site educational service trip, must have at least one person with current evidence of having successfully completed a training program in lifeguarding offered by a water-safety instructor certified by the American Red Cross, YMCA, YWCA or other recognized standard-setting agency for water safety instruction. Such person may be a program staff member or an employee of a water facility (e.g., local swimming pool) and be at least 18 years of age.
- Staff-to-student ratios when students are in or on the water (over 2 feet deep) is one staff person to 6 students for students aged 4 years and older who cannot swim 15 yards unassisted and a 1:15 ratio for students aged 4 years and older who can swim a distance of 15 yards unassisted.
- Staff-to-student ratios when students are in or on the water (less than 2 feet deep) is one staff person to 20 students for students aged 5 years or a 1:25 ratio for students aged 6 years and older.

- At least one additional staff member above the required staff to child ratios for any water-related activity (such as swimming, fishing, boating, or wading) shall be available to rotate among the age groups as needed when any of the following circumstances are present:
    - most of the children in a group are not accustomed to or are afraid of the water
    - most of the children in a group comprised of children who cannot swim 15 yards unassisted cannot touch the bottom of the water facility without submerging their heads
    - the water facility is particularly crowded or
    - the children have special needs which impact on their ability to participate safely in the water-related activity.
- Contractor must maintain a staff to child ratio of at least 1:20 for children aged five years with a maximum group size of 40 and at least 1:25 for children aged six years and older with a maximum group size of 50. The ratio of staff to children shall always be maintained. The staff to child ratios for a mixed-age group shall be based on the age of the youngest group of children that includes more than twenty percent (20%) of the total number of children in the mixed-age group. The ratio of staff to children, as specified in this subsection, shall always be maintained, including during all outings and trips except for structured activities offered exclusively for school age children.
- Prior to the start of the contracted service, the Contractor's administrators shall develop a written plan for handling emergencies, including but not limited to severe weather, loss of electrical power or water and death, serious injury or loss of a child, a threatening event, or natural disaster which may occur at the program's location. The organization will have in place procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, and continuity of operations. The plan must apply to all children in care and will include specific accommodations for infants and toddlers, children with disabilities, and children with chronic medical conditions. Such plan shall include assurance that the Contractor's personnel will not impede in any way the delivery of emergency care or services to a child by licensed or certified emergency health care professionals.
- The Contractor shall conduct drills for fire, tornado, and other emergency situations. The fire drills will be conducted monthly, and tornado and other emergency drills will be conducted every six months. The Contractor shall maintain documentation of the dates and times of these drills for two years.

GRPA Agency Contractor represents and warrants to GRPA, Inc. a. This MOU is the legal and binding obligation to GRPA, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or other applicable laws.
b. GRPA Contractor confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as governmental (City/County) entity or Authority.
c. The Program and the use of funds will comply with the objectives set forth in this MOU and other BOOST requirements, as well as all applicable laws, rules, and regulations to which the GRPA is subject.
d. GRPA contractor agencies shall maintain insurance with responsible and reputable companies in such amounts and covering such risks as is prudent and is usually carried by entities engaged in operations similar to that of GRPA and shall furnish to GRPA Inc. with evidence of compliance upon request. To the extent permitted by law, GRPA contractor agencies hereby agrees to indemnify, defend, and hold harmless GRPA Inc. from and against, and in respect to, all losses, expenses, costs, obligations, liabilities, and damages, including interest, penalties and reasonable attorney's fees and expenses, that GRPA Inc. may incur as a result of any negligent or willful acts or omissions of GRPA Agency or any of its agents or employees.

7. *No Lobbying.*
GRPA Contractor agrees that no portion of the funds provided under this MOU will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) to distribute funds to any entity or individual, other than as detailed in the Application.

8. Compliance. See above Assurances.

9. Additional Obligations of GRPA Contractor.

In consideration of the contractual funding herein, CONTRACTOR shall provide GRPA with the elements set forth above and attached herein and incorporated herein by reference.

10. Miscellaneous.

a. No failure to exercise, and no delay in exercising, on the part of GRPA, Inc., any right under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.
b. This MOU shall be construed in accordance with and governed by the laws of the State of Georgia.
c. In the event that any provision or any part of a provision of this MOU shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions thereof, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
d. GRPA Contractor understands that there is no commitment by the GRPA, Inc. to supply any further support for the Program. GRPA, Inc. considers each request on an individual basis, and that this MOU is not to be construed as establishing a precedent for further support.
e. This MOU constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the parties except as stated herein. The MOU may not be changed in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized officer or agent. The titles of any paragraph of this MOU are for convenience only and shall not be deemed to limit, restrict, or alter the content, meaning or effect thereof.

11. Standard Terms and Conditions. **This MOU is subject to the above.**

IN WITNESS WHEREOF, the parties have set their hands as of the date(s) written below.

GEORGIA RECREATION AND PARK ASSOCIATION, INC	GRPA BOOST CONTRACTOR:
	[Organization Name:]
Signature: ______________________	Signature: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Georgia Department of Education
Conflict of Interest and Disclosure Policy

Georgia's conflict of interest and disclosure policy is applicable to entities conducting business on behalf of and /or doing business with the Department and entities receiving a grant to implement a program and/or project approved by the State Board of Education. This policy is applicable for entities receiving state and/or Federal funds.

Questions regarding the Department's conflict of interest and disclosure policy should be directed to the program manager responsible for the contract, purchase order and/or grant.

I. **Conflicts of Interest**

It is the policy of the Georgia Department of Education (GaDOE) to avoid doing business with Applicants, subcontractors of Applicants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce, and to ensure that the award of grant Agreements is based upon fairness and merit.

a. **Organizational Conflicts of Interest**.

All grant applicants ("Applicants") shall provide a statement in their proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by the GaDOE, including but not limited to Local Education Agencies (LEAs), or with an organization whose interests may be substantially affected by GaDOE activities, and which is related to the work under this grant solicitation. The interest(s) in which conflict may occur shall include those of the Applicant, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's grant proposal. Key personnel shall include:

- any person owning more than 20% interest in the Applicant
- the Applicant's corporate officers
- board members
- senior managers
- any employee who is responsible for making a decision or taking an action on this grant application or any resulting Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

i. The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed Agreement can be accomplished in an impartial and objective manner.

ii. In the absence of any relevant interest identified in (a) above, the Applicant shall submit in its grant application a statement certifying that to the best of its knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Applicant must obtain the same information from potential subcontractors prior to award of a subcontract.

iii. GaDOE will review the statement submitted and may require additional relevant information from the Applicant. All such information, and any other relevant information known to GaDOE, will be used to determine whether an award to the Applicant may create a conflict of interest. If any such conflict of interest is found to exist, GaDOE may:

1. Disqualify the Applicant, or
2. Determine that it is otherwise in the best interest of GaDOE to make an award to the Applicant and include appropriate provisions to mitigate or avoid such conflict in the grant awarded.

iv. The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for an award. If nondisclosure or misrepresentation is discovered after award, the resulting grant Agreement may be terminated. If after award the Applicant discovers a conflict of interest with respect to the grant awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to GaDOE. The disclosure shall include a full description of the conflict, a description of the action the Applicant has taken, or proposes to take, to avoid or mitigate such conflict. GaDOE may, however, terminate the Agreement for convenience if GaDOE deems that termination is in the best interest of the GaDOE.

b. Employee Relationships

i. The Applicant must provide the following information with its application and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former GaDOE employee subject to this clause:

1. The names of all Subject Individuals who:
   a. Participated in preparation of proposals for award; or
   b. Are planned to be used during performance; or
   c. Are used during performance; and

ii. The names of all former GaDOE employees, retained by the Applicant who were employed by GaDOE during the two-year period immediately prior to the date of:

1. The award; or
2. Their retention by the Applicant; and
3. The date on which the initial expression of interest in a future financial arrangement was discussed with the Applicant by any former GaDOE employee whose name is required to be provided by the contractor pursuant to subparagraph (ii); and
4. The location where any Subject Individual or former GaDOE employee whose name is required to be provided by the Applicant pursuant to subparagraphs (i) and (ii), are expected to be assigned.

iii. "Subject Individual" means a current GaDOE employee or a current GaDOE employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

iv. The Applicant must incorporate this clause into all subcontracts or consultant agreements awarded under this Agreement and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this Agreement unless GaDOE determines otherwise.

v. The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

c. Remedies for Nondisclosure
The following are possible remedies available to the GaDOE should an Applicant misrepresent or refuse to disclose or misrepresent any information required by this clause:

1. Termination of the Agreement.
2. Exclusion from subsequent GaDOE grant opportunities.
3. Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the grant agreement.

d. Annual Certification. The Applicant must provide annually, based on the anniversary date of Agreement award, the following certification in writing to GaDOE. The annual certification must be submitted with the grantees annual end of year program report.

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The Applicant represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former GaDOE employee(s), current GaDOE employee, or Subject Individual(s) has been retained to work under the Agreement or subcontract or consultant agreement and complete disclosure has been made.

[ ] No former GaDOE employee(s), current GaDOE employee, or Subject Individual(s) has been retained to work under the Agreement or subcontract or consultant agreement, and disclosure is not required.

II. Disclosure of Conflict of Interest after Agreement Execution

If after Agreement execution, Applicant discovers a conflict of interest which could not reasonably have been known prior to Agreement execution; an immediate and full disclosure shall be made in writing to GaDOE. The disclosure shall include a full description of the conflict, a description of the action the Applicant has taken, or proposes to take, to avoid or mitigate such conflict. GaDOE may, however, terminate this Agreement for convenience if GaDOE deems that termination is in the best interest of GaDOE.

III. Incorporation of Clauses

The Applicant must incorporate the clauses in paragraphs A, B, and C of this section into all subcontracts or consultant agreements awarded under this Agreement and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this Agreement unless GaDOE determines otherwise.

____
Signature of Fiscal Agency Head (official sub-grant recipient)

____
Typed Name of Fiscal Agency Head and Position Title

____
Date

____
Signature of Applicant's Authorized Agency Head (required)

____
Typed Name of Applicant's Authorized Agency Head and Position Title

____
Date

BID FORM

HAPEVILLE

JOHN LEWIS PARK TRAIL PROJECT

RYDE GRADING

BID AMOUNT:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Reduced Unit Price	Total Price
Hermitage Plantation Paving						
1	Grading Complete	1	LS	117,322.67	NONE	117,322.67
3	2" Recycled Asphalt Concrete, 9.5 mm Superpave	90	TN	235.00	NONE	21,150.00
4	6" Graded Aggregate Base	800	SY	19.97	NONE	15,976.00
5	Disturbed area stabilization (DS3)	800	SY	12.00	NONE	9,600.00
				Sub-Total		164,048.67
				Total of All Prices		164,048.67

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TIME LIMIT:

Upon notice to proceed, contractor has no longer than sixty (60) calendar days to complete the project.

THIS BID SUBMITTED BY:

(SEAL)

Corporation Name: RYDE GRADING, INC.

By: [signature]

(Signature - attach evidence of authority to sign)

Name (typed or printed): EVERTON ARCHER

Title: PRESIDENT

Attest: [signature]

RYDE GRADING CORPORATE SEAL INCORPORATED

(CORPORATE SEAL)

BID FORM

HAPEVILLE

JOHN LEWIS PARK TRAIL PROJECT

THE CORBETT GROUP

BID AMOUNT:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Reduced Unit Price	Total Price
Hermitage Plantation Paving						
1	Grading Complete	1	LS	$ 12,000.00		$ 12,000.00
3	2" Recycled Asphalt Concrete, 9.5 mm Superpave	90	TN	$ 250.00		$ 22,500.00
4	6" Graded Aggregate Base	800	SY	$ 50.00		$ 40,000.00
5	Disturbed area stabilization (DS3)	800	SY	$ 1.00		$ 800.00
				Sub-Total		
				Total of All Prices		**$ 75,300.00**

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TIME LIMIT:

Upon notice to proceed, contractor has no longer than sixty (60) calendar days to complete the project.

THIS BID SUBMITTED BY:

(SEAL)

Corporation Name: The Corbett Group, LLC

By: M.H.

(Signature - attach evidence of authority to sign)

Name (typed or printed): Michael Corbett

Title: President

Attest: Siema Cox

(CORPORATE SEAL)

THE CORBETT GROUP LLC LIMITED LIABILITY COMPANY SEAL 2009 GEORGIA

PROPERTY AND EXISTING R/W LINE		BEGIN LIMIT OF ACCESS ... BLA	
REQUIRED R/W LINE		END LIMIT OF ACCESS ... ELA	
CONSTRUCTION LIMITS		LIMIT OF ACCESS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES		REQ'D R/W & LIMIT OF ACCESS	
EASEMENT FOR CONSTR OF SLOPES		ORANGE BARRIER FENCE	
EASEMENT FOR CONSTR OF DRIVES		ESA – ENV. SENSITIVE AREA (SEE ERIT TABLE)	

Keck+Wood

SCALE IN FEET
0 100 200 400

REVISION DATES

CONSTRUCTION PLAN
JOHN R. LEWIS MEMORIAL PARK &
DOG PARK PROPOSED TRACK
CITY OF HAPEVILLE, GEORGIA

CHECKED	DATE	DRAWING No.	
BACKCHECKED	DATE		13-0001
CORRECTED	DATE		
VERIFIED	DATE		

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

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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number:	**B-22-UC-13-0003**
City of Hapeville's DUNS Number:	**079378865**
Federal Award Date:	**1/1/2022-9/1/2029**
Total Fulton County CDBG Municipality Agreement:	**$65,000.00**

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

WITNESSETH THAT:

WHEREAS, *August 3,2022* on the Fulton County Board of Commissioners approved the 2022 Annual Action Plan (22-0538) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On April 12, 2023 the Board of Commissioners approved the Hapeville project via Agenda Item 23-0222.

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

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

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

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

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

I. SCOPE OF SERVICES

A. Activities

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

B. Description of Activities

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

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

C. National Objectives

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

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

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

II. TIME OF PERFORMANCE

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

III. BUDGET

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

IV. PAYMENT

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

V. NOTICES

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

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

VI. SPECIAL CONDITIONS

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

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

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

D. Worker's Compensation

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

E. Insurance and Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Internal Controls

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

3. Cost Principles

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

B. Documentation and Record-Keeping

1. Records to be maintained

The 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 Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

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

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

a. Sub-recipients must avoid purchasing unnecessary items

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

c. Solicitations for goods and services provide for all of the following:
   1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
   2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
   3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
   4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
   5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
   6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
   1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
   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. <u>Relocation, Real Property Acquisition and One-for-One Housing Replacement</u>

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 statues with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

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

4. Section 504

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

5. Fair Housing

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

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

6. Benefits to Legal Resident Aliens

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

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

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

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

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

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

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

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

B. Affirmative Action

1. Approved Plan

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

2. WBE/MBE

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

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

3. Access to Records

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

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to 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.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

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

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

3. "Section 3" Clause

a. Compliance

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

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

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of 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 are 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 which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c. Subcontracts

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

d. Compliance with Fulton County Section 3 Plan

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

D. Conduct

1. Assignability

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

2. Subcontracts

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

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

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

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

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

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

5. Lobbying

The Sub-recipient hereby certifies that:

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

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, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

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

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

XI. ENVIRONMENTAL CONDITIONS

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

D. Historic Preservation

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

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

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

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

F.E.O. 12373 – Interagency Review

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

XII. <u>SEVERABILITY</u>

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.

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

CITY OF HAPEVILLE, GEORGIA

Allan Hallman, Mayor
City of Hapeville

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

Sharee Steed
City Clerk

ATTEST

Tonya R. Grier, Clerk to the Commission

DATE:

DATE:

SEAL:

SEAL:

APPROVED AS TO CONTENT:

Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

Lajuana C. Ransaw, City Attorney

DATE:

APPROVED AS TO FORM:

Office of the County Attorney

DATE:

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

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

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

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

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

PROPOSED PROJECT BUDGET
Please outline a preliminary project budget in detail

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

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

Reimbursement No.1 in the amount of $32,500 to be submitted in May 2023
Reimbursement No. 2 in the amount of $32,500 to be submitted in June 2023

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

Municipality: **City of Hapeville** CDBG Funding Year: ***2022*____**

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

Administering Department***: City of Hapeville***

Reporting Period From: ____________________________To: ________________________

I. *Project Status:*

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

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

Contract Amounts: $_____________________ CDBG Amount: $_____________

Contract Amounts: $_____________________ CDBG Amount: $_____________

Contract Amounts: $_____________________ CDBG Amount: $_____________

Has CDBG spending occurred for this project? ☐ Yes ☐ No

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

CDBG project fund balance: $______________

Agency's Local Match project fund balance: $______________

Date of Construction start-up: ___________________________

Date of Notice to Proceed (if different): ___________________

Number of days worked on project: ______________________

Percentage (%) of project complete: ________________________ %

Percentage (%) of CDBG funds spent: ________________ %

Number of employees/workers on the job site: _________

Number of subcontractors on site: _________

Number of subcontractor's employees on site: _________

Wage decision or modification in use: ________________

Number of submitted payrolls within reporting period: ________

Number of draw downs within reporting period: _____________

Total amount of draw downs to date: $_____________

CDBG remaining balance: $_____________________

Anticipated project completion date: ______________________

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

____

____

____

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

____

____

____

____

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

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

BENEFICIARY DEMOGRAPHICS

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

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

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

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

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

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

Submitted by: ______________________________ **Date:** __________________
Name

______________________________ **Title:** __________________
Signature

Approved by: ______________________________ **Date:** __________________
Name

______________________________ **Title:** __________________
Signature

Fulton County Community Development Block Grant Program
EXHIBIT D2: Year End Performance Report

Municipality: **City of Hapeville** CDBG Funding Year: ***2022***

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

Administering Department***: City of Hapeville***

Reporting Period From: ____________To: ___________________________

I. *Project Status:*

CDBG allocation amount: **$**___________________________

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

Contract Amounts: $______________________ CDBG Amount: $______________

Contract Amounts: $______________________ CDBG Amount: $______________

Contract Amounts: $______________________ CDBG Amount: $______________

Has CDBG spending occurred for this project? ☐ Yes ☐ No

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

CDBG project fund balance: $______________

Agency's Local Match project fund balance: $______________

Date of Construction start-up: ___________________________

Date of Notice to Proceed (if different): ____________________

Number of days worked on project: _______________________

Percentage (%) of project complete: ___________________ %

Percentage (%) of CDBG funds spent: ________________ %

Number of employees/workers on the job site: __________

Number of subcontractors on site: __________

Number of subcontractor's employees on site: __________

Wage decision or modification in use: ________________

Number of submitted payrolls within reporting period: ________

Number of draw downs within reporting period: _____________

Total amount of draw downs to date: $______________

CDBG remaining balance: $_____________________

Anticipated project completion date: ______________________

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

____

____

____

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

____

____

____

____

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

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

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

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

Income Benefit: Complete the following statement.

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

Anticipated Accomplishments: ______________
Actual Accomplishment: ______________
Total Number of Beneficiaries: ______________
Zip Code of Project Location: ______________

Census Tract(s) and Block Groups Impacted: ____________ ____________ ____________
____________ ____________ ____________
____________ ____________ ____________

Commission District(s) Impacted: ☐ District 1 ☐ District 2 ☐ District 3
☐ District 4 ☐ District 5 ☐ District 6

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

	Outcome1: **Availability/Accessibility**	**Outcome 2:** **Affordability**	**Outcome 3:** **Sustainability**
Objective #1: **Suitable Living Environment**	☐ Accessibility for the purpose of creating Suitable Living Environments	☐ Affordability for the purpose of creating Suitable Living Environments	☐ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: **Decent Housing**	☐ Accessibility for the purpose of providing Decent Housing	☐ Affordability for the purpose of providing Decent Housing	☐ Sustainability for the purpose of providing Decent Housing
Objective #3: **Economic Opportunity**	☐ Accessibility for the purpose of creating Economic Opportunities	☐ Affordability for the purpose of creating Economic Opportunities	☐ Sustainability for the purpose of creating Economic Opportunities

Submitted by: ______________________________ **Date:** __________________
Name

______________________________ **Title:** __________________
Signature

Approved by: ______________________________ **Date:** __________________
Name

______________________________ **Title:** __________________
Signature

Exhibit E

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

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

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

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

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

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

EXHIBIT F

SUB-RECIPIENT MONITORING PLAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2022

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

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

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

The purpose of the County's monitoring efforts is:

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

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

General Policy For CDBG Monitoring

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

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

Process For Notifying Sub-recipients Of Scheduled Monitoring Reviews

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

Determining The Program Areas To Be Included In Annual Monitoring

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

Compliance Checklists

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

Site Visit Procedures

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

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

MONITORING RESULTS

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

This letter will generally contain the following information:

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

FOLLOW UP ACTION

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

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

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

RESOLVING MONITORING FINDINGS

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

FULTON COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

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

B. PROJECT INFORMATION

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

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

2. Eligibility

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

3.	National Objective (check all that apply)		
	☐ 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		
	☐ 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? ☐ Yes ☐ No If no, explain.
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ 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? ☐ Yes ☐ No
	b. Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.
18.	Are the recordkeeping requirements of the CDBG regulations being followed:
	a. Eligibility documentation? ☐ Yes ☐ No
	b. National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ 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? ☐ Yes ☐ No

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No			
21.	What sub-recipient staff members have responsibility for administering the project?			
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ 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)	☐ Yes ☐ No
		(2)	Requests for Transfer of Records (200.334)	☐ Yes ☐ No
		(3)	Methods for collection, transmission and storage of Information (200.335)	☐ Yes ☐ No
		(4)	Restrictions on public access to records (200.337)	☐ Yes ☐ No
		(5)	Reporting Requirements (200.327)	☐ Yes ☐ No
		(6)	Monitoring and Reporting Performance (200.328)	☐ Yes ☐ No
		(7)	Records on Source and application of funds	☐ Yes ☐ No
		(8)	Effective Control and accountability of funds, property and assets	☐ Yes ☐ No
		(9)	Comparison of expenditures with budget amounts for each Federal Grant	☐ Yes ☐ No
		(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	☐ Yes ☐ No
		(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	☐ Yes ☐ No
	b.	Internal controls (200.303)		
		(1)	Effective internal controls (COSO)?	☐ Yes ☐ No
		(2)	Evaluates and monitors compliance with federal regulations?	☐ Yes ☐ No
		(3)	Prompt action for non-compliance?	☐ Yes ☐ No
		(4)	Safeguards to protect identifiable information designated Sensitive	☐ Yes ☐ No
	c.	(1)	Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No	
		(2)	Written method for resolution of audit findings?	☐ Yes ☐ No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No			
25.	If yes, what types of professional services have been retained?			

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? ☐ Yes ☐ No
28.	If yes, what types of materials and supplies have been purchased?

	Type of Materials	Supplier

29.	How were materials and supplies procured?
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No

	Description of Project	Contractor	Contract Amount

31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:

	a.	Organizational chart? ☐ Yes ☐ No
	b.	Written definition of duties of key employees? ☐ Yes ☐ No
	c.	Formal system of authorization and supervision? ☐ Yes ☐ No
	d.	Separation of duties? ☐ Yes ☐ No
	e.	Staff qualifications for accounting functions? ☐ Yes ☐ No
	f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) ☐ Yes ☐ No
	g.	Comparison of financial records to actual assets and liabilities performed? ☐ Yes ☐ No

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

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

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

____

Stanley Wilson, Director
Fulton County Community Development Department

Fulton County Community Development Block Grant Program

EXHIBIT G: 2 CFR Part 200

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

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

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

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

Signature of Authorized Certifying Official **X**	**Applicant** City of Hapeville
Title Mayor	**Date**

COMPARISON SUMMARY

1. REGIONS Equipment Finance Corporation	2. Truist Financing Corporation / GMA Lease Purchase Financing	3. Magnolia Bank / GMA Lease Purchase Financing
AMOUNT: $99,600.00	**AMOUNT: $99,600.00**	**AMOUNT: $99,600.00**
TERM:	**TERM:**	**TERM:**
Option A: Four (4) Years	Option A: Four (4) Years	Option A: Four (4) Years
Option B: Five (5) Years	Option B: Five (5) Years	Option B: Five (5) Years
Option C: Six (6) Years	Option C: Six (6) Years	Option C: Six (6) Years
INTEREST RATE:	**INTEREST RATE:**	**INTEREST RATE:**
Option A: 4.07% (4 Years)	Option A: 4.29% (4 Years)	Option A: 4.30% (4 Years)
Option B: 3.98% (5 Years)	Option B: 4.35% (5 Years)	Option B: 4.35% (5 Years)
Option D: 3.96% (6 Years)	Option C: 4.39% (6 Years)	Option C: 4.42% (6 Years)
PAYMENTS:	**PAYMENTS:**	**PAYMENTS:**
Annually	Annually	Annually
RATE EXPIRATION DATE: May 9, 2023	RATE EXPIRATION DATE: June 11, 2023	RATE EXPIRATION DATE: May 15, 2023

REGIONS
EQUIPMENT FINANCE
CORPORATION

April 26th, 2023

City of Hapeville, Georgia
3468 North Fulton Avenue
Hapeville, Georgia, 30354

Reference: 2023 LEASE PURCHASE REQUEST (VEHICLES) - $99,600.00

Regions Equipment Finance Corporation (the "Lessor") is pleased to furnish this Term Sheet (this "Term Sheet") to **City of Hapeville, Georgia** (the "Lessee") for a not-to-exceed amount of $99,600.00. This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by the Lessor or create any obligation whatsoever on the Lessor's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Equipment Finance Corporation.

Lessee:	City of Hapeville, Georgia
Lessor:	Regions Equipment Finance Corporation
Role of Lessor:	The Lessor and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lessor: (a) the Lessor and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lessor and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lessor and its representatives are acting for their own interests; and (d) the Issuer and the Lessee have been informed that the Issuer and the Lessee should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Lessee, respectively, deem appropriate before acting on this Term Sheet or any such other information, materials or communications.
Privately Negotiated Lease:	The Lessee acknowledges and agrees that the Lessor is entering into a lease-purchase agreement in evidence of a privately negotiated Lease and in that connection the lease-purchase agreement shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.
Purpose:	Procure Leased Property described per the City of Hapeville, GA request dated April 24h 2023 (collectively, the "Project").

Lease Amount:	Up to and including $99,600.00. Funds to be deposited into an Acquisition Fund (the "Fund") at Regions. Any draws from the Fund will be made when conditions satisfactory to Lessor have been met (copies of invoices/proof of purchase, title applications with Lessor as lien holder, MSO's, insurance, etc.). All funds must be drawn from the Fund within Eighteen (18) months from the Lease Start Date, any remaining funds will be applied to paydown the Lease. Any investment earnings will be applied as a credit against lease payments or at the option of the City, be used to defray the cost of the Leased Property.
Structure:	Bank or Non-Bank Qualified Tax-Exempt Lease Purchase evidenced by a Lease Purchase Agreement (the "Debt Instrument"). Mutually agreeable Lease Documents (the "Lease Documents") will be prepared by Regions.
Interest Rate:	**Option A:** Tax-Exempt, Bank Qualified Lease. 48 Month Rate – **4.07%** 60 Month Rate – **3.98%** 72 Month Rate - **3.96%** **Option B:** Tax-Exempt, Non-Bank Qualified Lease. 48 Month Rate – **4.25%** 60 Month Rate - **4.16%** 72 Month Rate - **4.12%** The Lease will bear interest at a fixed rate per annum until Maturity. These rates are available if the Term Sheet is approved by Lessee on or before May 9th, 2023 and the Lease closes by June 1st, 2023.
Default Rate:	The interest rate otherwise applicable to the Debt Instrument plus 3%.
Repayment:	Lease Payments will be payable annually in arrears (calculated on the basis of a 30 day month and a 360 day year). The lease payment schedule assumes $99,600.00 of principal.
Insurance:	Lessee will be responsible to purchase and maintain liability insurance coverage equal to $1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than $5,000.00 naming Lessor as Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding (from Escrow account). Lessee may self-insure against any and all risks and will furnish a certificate evidencing such insurance to the Lessor.

Security: Uniform Commercial Code-1 Financing Statement (the "UCC Filing") evidencing a first lien on the equipment and on all additions, attachments and accessions (the "Equipment") and any related escrow fund. The Lease Documents will be subject to appropriation of funds on an annual basis, and the Equipment will be subject to approval by the Lessor in a timely manner. The Lessee will certify as to the essential use nature of the Equipment. If during the term of the Lease Documents, sufficient funds are not appropriated to make rental payments for the following fiscal year, the Lease Documents shall terminate and the Lessee shall deliver possession and title of the Equipment under the Lease Documents to the Lessor. If the Lessee fails to deliver possession and title of the Equipment to the Lessor upon termination of the Lease Documents by reason of a non-appropriation, the termination shall nevertheless be effective, but the Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Documents rental payments thereafter coming due and for any other loss suffered by the Lessor as a result of the Lessee's failure to deliver possession of the Equipment.

Representations and Warranties: Usual and customary for this type of financing.

Covenants: The Lessee shall deliver to the Lessor, in form and substance satisfactory to the Lessor audited financial statements within 270 days after the end of the each of the Lessee's fiscal years.

Defaults: Usual and customary for this type of financing.

Remedies: The Lessor shall have all of the rights and remedies set forth in the Lease Documents, and available at law and in equity, for the enforcement thereof.

Legal Opinions: As an additional condition precedent to the Lessor making the Lease, the Lessee shall provide, among other things, the following opinions to the Lessor:

An opinion of bond counsel in form and substance satisfactory to the Lessor and its counsel in all respects, which shall include opinions to the effect that (a) the Lessee has the authority under the laws of the State of Georgia to issue the Debt Instrument and execute and deliver the Lease Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Lease Documents to which the Lessee is a party has been duly authorized, executed and delivered by the Lessee, (c) that each of the Debt Instrument and the other Lease Documents to which the Lessee is a party is a valid and binding obligation of the Lessee, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Georgia.

Transfer Provisions:	The Lessor shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Lease, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Lessee may not assign its rights hereunder or under any of the Lease Documents to any person without the prior written consent of the Lessor.
Disclaimer:	This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lessor and the Lessee. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.
Net Lease:	The Lease will be a "net lease" with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.
US Patriot Act:	The Lessee represents and warrants to the Lessor that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Lessee further represents and warrants to the Lessor that the Lessee and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.
Confidentiality:	The Lessee acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Lessee shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lessor in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.
Governing Law:	State of Georgia

REGIONS
EQUIPMENT FINANCE
CORPORATION

Thank you for providing the Lessor with this opportunity to be involved in a financial partnership with the Lessee. The Lessor is willing to discuss the terms reflected herein through May 9th, 2023. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lessor's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

REGIONS EQUIPMENT FINANCE CORPORATION

By: William F. Koss II – Senior Vice President
Regions Equipment Finance Corporation
1180 West Peachtree Street NW Suite 1000
Atlanta, Georgia 30309

____

CC: Stacy Dyer– Commercial Banking Relationship Manager
Stacy.dyer@regions.com

EXHIBIT A

In the event Lessee requests Lessor to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet.

ACCEPTANCE:

Lessee does hereby agree to all provisions contained in Exhibit A.

Lessee Signature:

By: ______________________________

Name: ______________________________

Title: ______________________________

TRUIST **Truist Financial Corporation**

Governmental Finance

5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
Phone (704) 954-1700
Fax (704) 954-1799

April 24, 2023

Mr. Randy Brewer
Mr. Tim Young
City of Hapeville, Georgia

Via Electronic Mail: RBrewer@hapeville.org; TYoung@hapeville.org;

Gentlemen:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the City of Hapeville, Georgia ("Borrower").

PROJECT:	GMA Lease Purchase Financing – Police Vehicles
AMOUNT:	$99,600.00
TERM:	Option A: Four (4) Years Option B: Five (5) Years Option C: Six (6) Years
INTEREST RATE:	Option A: 4.29% (4 years) Option B: 4.35% (5 years) Option C: 4.39% (6 years)
TAX STATUS:	Tax Exempt-BQ
PAYMENTS:	<u>Interest:</u> Annually (or as requested) <u>Principal:</u> Annually (or as requested)
INTEREST RATE CALCULATION:	30/360
SECURITY:	First lien security interest in the vehicles
PREPAYMENT TERMS:	Callable in whole at par at any time
RATE EXPIRATION:	June 11, 2023
DOCUMENTATION/ LEGAL REVIEW FEE:	$0

FUNDING: Proceeds will be deposited into an account to be held with Lender pending disbursement unless equipment is delivered prior to closing.

DOCUMENTATION: Lender proposes to use GMA standard form financing contracts and related documents for this installment financing.

REPORTING REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year end throughout the term of the financing.

Lender will have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow less than $10,000,000 in the current calendar year and that the financing will be bank qualified and tax exempt under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not bank qualified and tax exempt.

We appreciate the opportunity to offer this financing proposal. Please email me at Ben.Teague@truist.com with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank

Draft Debt Service

City of Hapeville, GA Customer Number 9910002357 NAICS Code 921140

Police Vehicles Draft Option A

Dated Date 6/1/2023

Delivery Date 6/1/2023

Period Ending	Principal	Rate	Interest	Debt Service	Annual Debt Service	Balance
6/1/2023						99,600.00
6/1/2024	23,353.74	4.290%	4,272.84	27,626.58	27,626.58	76,246.26
6/1/2025	24,355.62	4.290%	3,270.96	27,626.58	27,626.58	51,890.64
6/1/2026	25,400.48	4.290%	2,226.11	27,626.59	27,626.59	26,490.16
6/1/2027	26,490.16	4.290%	1,136.43	27,626.59	27,626.59	
	99,600.00		10,906.34	110,506.34	110,506.34	

Draft Debt Service

City of Hapeville, GA Customer Number 9910002357 NAICS Code 921140

Police Vehicles Draft Option B

Dated Date 6/1/2023

Delivery Date 6/1/2023

Period Ending	Principal	Rate	Interest	Debt Service	Annual Debt Service	Balance
6/1/2023						99,600.00
6/1/2024	18,260.69	4.350%	4,332.60	22,593.29	22,593.29	81,339.31
6/1/2025	19,055.04	4.350%	3,538.26	22,593.30	22,593.30	62,284.27
6/1/2026	19,883.93	4.350%	2,709.37	22,593.30	22,593.30	42,400.34
6/1/2027	20,748.88	4.350%	1,844.41	22,593.29	22,593.29	21,651.46
6/1/2028	21,651.46	4.350%	941.84	22,593.30	22,593.30	
	99,600.00		13,366.48	112,966.48	112,966.48	

Draft Debt Service

City of Hapeville, GA Customer Number 9910002357 NAICS Code 921140

Police Vehicles Draft Option C

Dated Date 6/1/2023

Delivery Date 6/1/2023

Period Ending	Principal	Rate	Interest	Debt Service	Annual Debt Service	Balance
6/1/2023						99,600.00
6/1/2024	14,869.37	4.390%	4,372.44	19,241.81	19,241.81	84,730.63
6/1/2025	15,522.13	4.390%	3,719.67	19,241.80	19,241.80	69,208.50
6/1/2026	16,203.55	4.390%	3,038.25	19,241.80	19,241.80	53,004.95
6/1/2027	16,914.89	4.390%	2,326.92	19,241.81	19,241.81	36,090.06
6/1/2028	17,657.45	4.390%	1,584.35	19,241.80	19,241.80	18,432.61
6/1/2029	18,432.61	4.390%	809.19	19,241.80	19,241.80	
	99,600.00		15,850.83	115,450.83	115,450.83	

From:	Philip Potter
To:	Randy Brewer
Cc:	Tim Young
Subject:	RE: RFP
Date:	Monday, April 24, 2023 11:02:07 AM
Attachments:	image001.png image002.png image009.png image010.png image011.png GMA_93e66f00-2c34-4807-9563-c79ead7acc0d.png

Just hear back from Magnolia Bank. Their 4 year rate is 4.30%, 5 year rate is 4.35% and 6 year rate is 4.42%. Summary amortization schedules are below. The terms and documentation are exactly the same as what we have previously done with Truist Bank (they do require the vehicles be titled with GMA listed as lienholder, so we would need to do a MV-1 Title Application listing GMA as lienholder). There are no prepayment penalties.

I am forwarding this now so you can compare with what Truist proposes. Thanks again, Philip

-

-

4 YEARS:

Annual Interest Rate:	4.30%
Years:	4
Payments Per Year:	1
Amount:	$99,600.00
Close Date:	5/15/2023

Payment Number	Payment Date	Payment	Principal	Interest	Balance
1	5/15/2024	$27,633.07	$23,350.27	$4,282.80	$76,249.73
2	5/15/2025	$27,633.07	$24,354.33	$3,278.74	$51,895.40
3	5/15/2026	$27,633.07	$25,401.57	$2,231.50	$26,493.83
4	5/15/2027	$27,633.07	$26,493.83	$1,139.23	$0.00

5 YEARS:

Annual Interest Rate:	4.35%
Years:	5
Payments Per Year:	1
Amount:	$99,600.00
Close Date:	5/15/2023

Payment Number	Payment Date	Payment	Principal	Interest	Balance
1	5/15/2024	$22,593.30	$18,260.70	$4,332.60	$81,339.30
2	5/15/2025	$22,593.30	$19,055.04	$3,538.26	$62,284.27
3	5/15/2026	$22,593.30	$19,883.93	$2,709.37	$42,400.34
4	5/15/2027	$22,593.30	$20,748.88	$1,844.41	$21,651.46
5	5/15/2028	$22,593.30	$21,651.46	$941.84	$0.00

6 YEARS:

Annual Interest Rate:	4.42%
Years:	6
Payments Per Year:	1
Amount:	$99,600.00
Close Date:	5/15/2023

Payment Number	Payment Date	Payment	Principal	Interest	Balance
1	5/15/2024	$19,260.47	$14,858.15	$4,402.32	$84,741.85
2	5/15/2025	$19,260.47	$15,514.88	$3,745.59	$69,226.97
3	5/15/2026	$19,260.47	$16,200.64	$3,059.83	$53,026.33
4	5/15/2027	$19,260.47	$16,916.71	$2,343.76	$36,109.62
5	5/15/2028	$19,260.47	$17,664.43	$1,596.05	$18,445.19
6	5/15/2029	$19,260.47	$18,445.19	$815.28	$0.00

From: Philip Potter
Sent: Monday, April 24, 2023 10:33 AM
To: Randy Brewer <rbrewer@hapeville.org>
Subject: RE: RFP

Hi again—I am enclosing our rates below from one of our other primary banks so you can compare with Truist (we would be in the $75-200K column for this). I will ask for their best 6-year rate also. Thanks again, Philip

Lease Term	Up to $75K	$75,001 - $200K
2 years	4.24%	4.19%
3 years	4.30%	4.25%
4 years	4.35%	4.30%
5 years	4.40%	4.35%
6 years	call	call
7 years	n/a	call
8 years	n/a	call
9 years	n/a	call
10 years	n/a	call

From: Randy Brewer <rbrewer@hapeville.org>
Sent: Monday, April 24, 2023 10:20 AM
To: Philip Potter <ppotter@gacities.com>
Subject: [External] RE: RFP

Good Morning Philip,

I appreciate the response. The attached letter was submitted to Mary Coley. Should I re-submit and address to you or someone else?

Thanks

Randy Brewer

From: Philip Potter <ppotter@gacities.com>
Sent: Monday, April 24, 2023 10:00 AM
To: Randy Brewer <rbrewer@hapeville.org>
Subject: RFP

Hi again—I left you a voice mail. If you send RFP to me, I can distribute to Truist and our other banks. Then you can pick offer that works best for you. Thanks again, Philip

Philip Potter
Financial Services Manager
Office: 678-686-6274 Fax: 678-686-6374
www.gacities.com

Philip Potter
Financial Services Manager
Office: 678-686-6274 Fax: 678-686-6374
www.gacities.com

READER ADVISORY NOTICE: This information is intended only for the individual named above. If you received this in error, please call 404-688-0472 to notify the sender, and then delete the email without printing, copying or retransmitting it. In addition, be advised that Georgia has a very broad open records law and that your email communications with GMA may be subject to public disclosure.

1080 2nd Street
PO Box 746
Unadilla, GA 31091
P: (478) 627-3221 F: (478) 627-9550
www.brannenmotorcompany.com

SOLD TO: CITY OF HAPEVILLE

DATE: 4-21-2023

INVOICE NO.
HAPE242123

QTY.	DESC.	YEAR	MAKE/ MODEL	NEW OR USED	VIN	PRICE PER UNIT	SALES: GOV/FLEET
1	GREY	2023	INTERCEPTOR	NEW	1FM5K8AB3NGA99521	$49,800.00	KELLEY/REED
1	GREY	2023	SUV 3.3 AWD	NEW	1FM5K8AB8NGB00050	$49,800.00	

DEPARTMENT:

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP DESCRIPTION PRICE

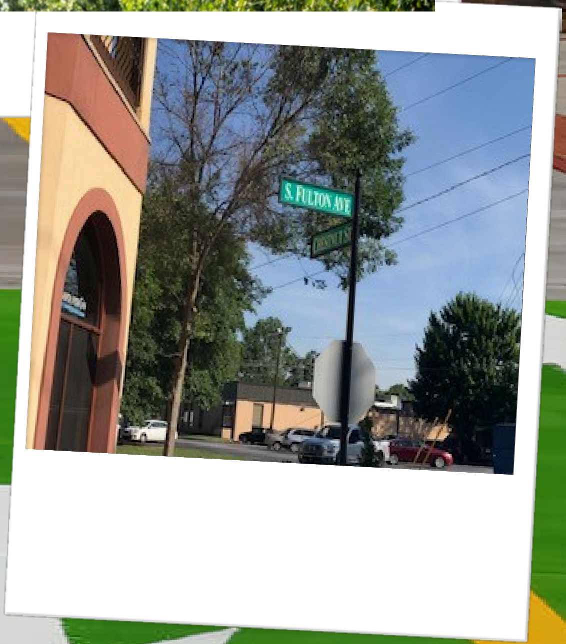
PHONE CONTACT-
VEHICLE(S)-
2- 2022 MEDIUM TITANIUM GREY FORD INTERCEPTOR SUV PIU 3.3 AWD WITH MATCHING PATROL PACKAGE AS OTHER 6 FROM PREVIOUS BUILDS.

PRICE OF CAR FREIGHT AND HANDLING OPTIONAL EQUIP. ACCESS.	PRICE DOES NOT INCLUDE DELIVERY
LICENSE AND TITLE	NO ADDED FEES GPC APPLIED $49,800.00 PER UNIT
	NO TAX
TOTAL	$49,800.00

ESTIMATED COST SUMMARY

VENDOR	BRANNEN FORD MOTOR COMPANY		
QUANTITY	VEHICLE DESCRIPTION	UNIT COST	ESTIMATED COST
2	2022 MEDIUM TITANIUM GREY FORD INTERCEPTOR SUV PIU 3.3 AWD WITH MATCHING PATROL PACKAGE AS OTHER 6 FROM PREVIOUS BUILDS	49,800.00	99,600.00
	TOTAL - INVOICE	**49,800.00**	**99,600.00**

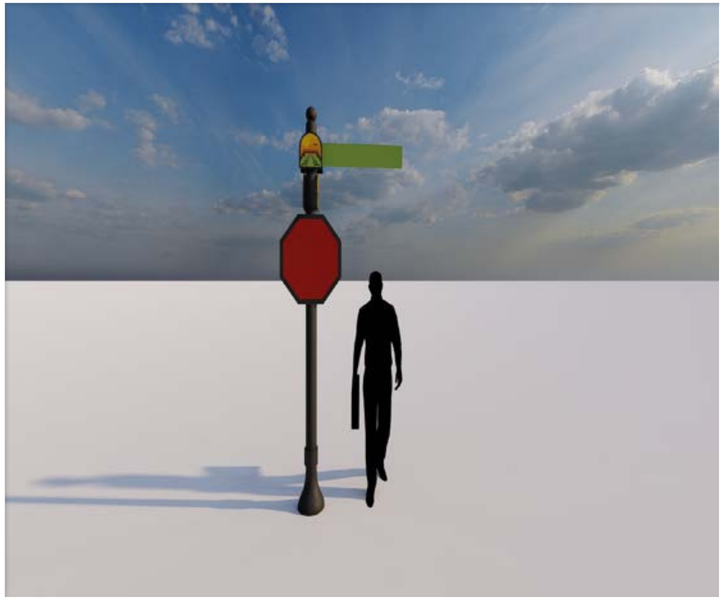
Wayfinding & Placemaking Sign Project



Hapeville Street Banners

Hapeville Sign Renderings

City Limit Entry Sign



Street Concept Sign

Wayfinding Sign

Hapeville Intersection Monument Sign Renderings

Loop Road @ Atlanta Avenue & Loop Road @ Rainey Avenue

PROPOSED PROJECT TIMELINE
Wayfinding & Placemaking

JULY 2023	DRAFT RFP
AUGUST 2023	COUNCIL REVIEW DRAFT RFP
SEPTEMBER 2023	RFP ISSUED
DECEMBER 2023	PROJECT AWARD
1ST QUARTER 2024	FABRICATION & INSTALLATION

Questions? Ideas? Comments?