CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● OCTOBER 28, 2019

Regular Meeting	**City Council Chamber**	**6:00 PM**

107 South Lee Street - City Hall, Kingsland, GA 31548

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing for Three (3) Alcohol Licenses -

a.) Notice of Public Hearing for alcohol beverage license, Special Event Permit. The City of Kingsland has received an application for a two day alcohol beverage license from "Kingsland Tomorrow" to serve alcohol at the downtown Catfish Festival. Event will take place downtown Kingsland, Georgia on November 22 and 23, 2019.

b.) The City of Kingsland, Georgia will conduct a public hearing for the purpose of considering the sale of beer/wine on premise consumption with food from "Salt Pepper Thyme, owner Tiara Johns. Located at 105 North Lee Street, Kingsland, Georgia.

c.) The City of Kingsland, Georgia will conduct a public hearing for the purpose of considering the sale of beer/wine on premise consumption with food from "Freezette IV d/b/a Tasty's Burgers & Fries", Representative Justin Southwell. Location of business is 1607 East King Avenue, Suite C, Kingsland, Georgia.

Notice is hereby given that a public hearing on these applications is scheduled for Monday, October 28, 2019 at 6:00 PM in the Council Chamber at City Hall.

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

IV. ROLL CALL

Charles Grayson Day Jr.	Mayor
Alex Blount	Mayor Pro Tem
James W Galloway	Councilman
Michael J McClain	Councilman

LaMar Stokes Councilman

V. CONSENT DOCKET

A. Approve the Council Minutes of the last regular Council Meeting

1. City Council - Regular Meeting - Oct 15, 2019 6:00 PM -

B. Approve the Agenda as Presented

C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. PRESENTATION

1. Presentation: Firehouse Subs Public Safety Foundation Grant Award -

Firehouse Subs Public Safety Foundation Grant has awarded Kingsland Fire Department $11,860 for the purchase of a Hurst Combi Tool and Accessories *(jaws of life).* This life saving device can be used for increased speed during time-critical rescues.

2. Presentation: Georgia Pacific Bucket Brigade Program Grant Award -

Kingsland Fire Department has been awarded $4,000 from the Georgia Pacific Bucket Brigade Program for the purchase of two turn-out gear sets.

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

1. Approval Of: Coastal Pines Technical College Lift Station Maintenance Agreement -

CPTC has requested the City provide monitoring and maintenance services for the lift station as a part of the routine operation of the City sanitary sewer collection and treatment facility. This agreement will remain in effect until such time as the lift station is deeded to the city. The agreement has been reviewed and approved by legal counsel. *Staff recommends approval.*

IX. NEW BUSINESS

1. Approval of: Alcohol Beverage License for "Kingsland Tomorrow" -
2. Approval Of: Alcohol Beverage License for the Sale of Beer/Wine on Premise Consumption with Food from "Salt Pepper Thyme" Owner Tiara Johns, Located at 105 North Lee Street, Kingsland, GA. -

3. Approval Of: Alcohol Beverage License for the Sale of Beer/Wine on Premise Consumption with food from "Freezette IV d/b/a Tasty's Burgers & Fries. -
4. Adoption Of: Ordinance #2019-11, Update and Reauthorization of Ordinance #2009-01, Kingsland Enterprise Zone -
5. Approval Of: Community Development Block Grant-Disaster Recovery (CDBG-DR) Homeowner Rehabilitation and Reconstruction Program - Subrecipient Agreement Between the Georgia Department of Community Affairs (DCA) and City of Kingsland -

The U.S. Department of Housing and Urban Development (HUD) allocated CDBG-DR funds to the State of Georgia to be distributed in the Most Impacted and Distressed (MID) zip codes, Kingsland "31548" being one of the three zip codes. This agreement is for the provision of the CDBG-DR Homeowner Rehabilitation & Reconstruction Program, additional provisions of the overall grant will follow. This segment of the grant is being allocated $300,000 as defined in Exhibit A of the agreement. Funds will be used to contribute to the long-term recovery and restoration of housing and to fulfill unmet housing needs resulting from DR-4338 (Hurricane Irma) occurring on September 11, 2017. Exhibit A project description consists of a 45-day intake period for receiving home owner/occupant applications needing help recovering from damage resulting from DR-4338. The range of services include the following eligible CDBG-DR activities for qualifying homes: repair of properties damaged by disaster, elevation of properties, reconstruction of properties, replacement of manufactured homes, and temporary relocation during repairs or reconstruction.

6. Bid Award: Two 3/4 Ton Pick-Up Truck with Utility Body for Water Operations -

Fleet Services Director recommends low bid, Brannen Motor Company, for two Ford F-250s at $28,990 each. These are within the allocated budget.

7. Bid Award: Used SUV for Planning & Zoning Department -

Purchase of one (1) used SUV for Planning & Zoning Department. Based on mileage and vehicle size to meet department needs, Fleet Director recommends the 2018 Jeep Compass Sport SUV with 17,949 miles for $18,268.50. Due to the availability of used vehicles, council was polled on this item. Majority voted in favor of purchasing the recommended vehicle.

8. Cancellation Of: November 11, 2019 Council Meeting - Veteran's Day -

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED

Georgia-Pacific

September 30, 2019

Dear Kingsland Fire Rescue,

Congratulations! Your firefighting unit has been chosen to receive a grant of $4000.00, from the Georgia-Pacific Bucket Brigade program. You will be hearing from your Georgia-Pacific contact shortly if they have not already been in touch with you.

We received many worthy requests for support from firefighting units serving Georgia-Pacific communities throughout the country. Given this very strong competition you should feel particularly proud of your accomplishment, as we at Georgia-Pacific are proud of the opportunity to support your firefighting unit and others like it.

In addition to your award, Georgia-Pacific will pay annual membership dues for the National Volunteer Fire Council for all volunteer units that submitted applications. Volunteer units will receive a packet of information outlining the benefits of membership shortly. Units that are already members will have next year's dues paid for them by GP.

We have also included samples of educational material, available at no charge from Georgia-Pacific. Please contact GPBucketBrigade@gapac.com if these materials would be helpful in your efforts and they will coordinate a shipment of these materials to you at no charge.

Again, congratulations on your grant and thanks for all you and your fellow firefighters do to keep our communities safe. If you have any questions, please do not hesitate to call your local Georgia-Pacific contact or this office.

Sincerely,

Sheila Weidman

Sheila Weidman

This Agreement dated this ____________ day of ___________________, 2019 between the State of Georgia hereinafter as "the Owner" and the City of Kingsland, a municipal corporation created under the laws of the State of Georgia, hereinafter as "the City". In consideration of the mutual covenants contained in this agreement and mutual benefits to be received by all parties, the sufficiency of which is acknowledged, the Parties contract and agree as follows:

Article I
Sanitary Sewer Lift Station Maintenance
Coastal Pines Technical College
100 Keith Dixon Parkway

The Owner is the owner of real property shown as Map & Parcel No. 095 009B002 in the Camden County Tax Records, and further-described in the attached Exhibit A (hereinafter "Subject Property");

The Owner is constructing a new campus of the Coastal Pines Technical College system within the jurisdiction of the City along Keith Dixon Parkway. The anticipated opening of the campus is Fall of 2020.

The development requires sanitary sewer infrastructure connections to the existing City wastewater treatment facility. The City has acknowledged the availability of treatment capacity for the campus and has accepted payment of capital recovery fees from the Owner for such availability.

Article II
Sewer Connection to City System

The City has provided approval for the Owner to connect to the sewer system of the City upon completion of the construction of the campus by way of a sanitary sewer lift station located on the property to be occupied by the Coastal Pines Technical College and owned by the State of Georgia. The lift station has not been deeded to the City.

The means of connection includes one (1) lift station and approximately 1000 linear feet of 4" PVC force main connecting to an existing City owned manhole located west of the project boundary on Centerfield Boulevard. The sewer lift station is designed to collect and transfer wastewater from the campus facility only. No future connections outside of the boundary of the property owned by the State of Georgia are allowed under this agreement. However, future expansion of the campus for additional administration, classroom, parking or other additions for future expansion of the facility are allowed upon sewer capacity approval from the City and payment of capital recovery fees for the additional capacity requested.

Article III
Duration of the Agreement

This agreement will remain in effect until the earliest occurrence of any of the following: (1) a period of 50 years from the date of this agreement, (2) such time as the lift station is deeded to the City, or (3) until such time as written notice is received by one Party from the other expressing a desire to discontinue the agreement. Upon receipt of written notice, both Parties have 90 calendar days to formally negotiate, resolve, or accept the request to terminate the agreement.

The above quoted language is incorporated in this Service Agreement and shall be binding on the parties as to the termination date.

Article IV
Maintenance and Repair

The Owner has requested the City provide monitoring and maintenance services for the lift station as a part of the routine operation of the City sanitary sewer collection and treatment facility. The Owner allows the City to operate, maintain, service, and otherwise conduct the business of providing sanitary sewer service through the use of the lift station.

Under the agreement, the Owner agrees to:

Design and construct the lift station in compliance with current City design and engineering standards for lift station installation. Installation will include provisions to install Omni Telemetry Unit equipment to provide monitoring capability to the City.

Provide a blanket easement to the City for access to the lift station for maintenance and repair.

Pay the City for the costs of labor plus benefits for City employees to maintain and repair the lift station. Payment for City employee wages and benefits shall be within 45 days of receipt of an invoice from the City.

Reimburse the City for materials required to maintain and repair the lift station including pumps, controls, electrical components, piping, valves and other incidental items needed to maintain and repair the lift station. Reimbursement of material costs will be within 45 days of receipt of an invoice from the City.

Reimburse the City for any expenses incurred for labor and materials for any portion of repairs that are performed by an independent contractor. Reimbursement of contractor expenses will be within 45 days of receipt of an invoice from the City.

Agree all repairs and maintenance will be in accordance with City design and engineering standards.

Maintain the fencing, gates, landscaping, access drives and gravel pads supporting the lift station site.

Pay all power bills relative to the lift station operation.

Under this agreement, the City agrees to:

Provide monitoring, maintenance and repair service for the lift station not including gravity sewer piping, force mains, manholes or appurtenances outside the limits of the lift station site.

Provide city force labor and equipment to maintain and repair the lift station site.

Review and approve the lift station material and installation shop drawings for initial construction.

Monitor, maintain and repair the lift station site including pumps, controls, electrical components, piping, valves and other incidental items within the lift station site.

Provide the Owner with an anticipated cost for repair and maintenance prior to initiation of the task.

Promptly notify the Owner of any anticipated material or equipment costs associated with this agreement.

Any maintenance and/or repairs needing third party services will be negotiated prior to initiation.

Article V
Compliance with EPA and City of Kingsland Rules and Regulations

It shall be the Owners' obligation to adhere to any and all City rules and regulations, as well as, obtain any and all city, county, state, federal and other governmental approvals necessary to operate the sewage lift station, force main and sewer line. This agreement shall not be construed to grant such governmental approvals. The sewage lift station and sewer line shall, at all times, be installed and constructed in and operated in accordance with all city, county, state and federal laws, statutes, regulations and ordinances. The sewage lift station and sewer line shall be installed, maintained and operating in a manner satisfactory to the City. In the event the Owners fail to perform their obligation hereunder, the City after thirty (90) days written notice may terminate its service to the Owners or their successors and assigns.

Article VII
Miscellaneous

Emergency situations require an immediate 24/7 response. Emergency contact information must be filed with the City and the 911 center and this information is always required to be posted at the lift station site in plain view. The City must always be granted access to this station.

Interpretation; Severability. Rights and restrictions in this agreement may be exercised and shall be applicable only to the extent they do not violate any applicable laws and are intended to be limited to the extent necessary so they will not render this agreement illegal, invalid or unenforceable. If any term shall be held illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

Notices. Notices given under this agreement shall be deemed made if hand-delivered or mailed by registered or certified mail to the addresses appearing at the end of this Agreement.

Agreement Binding. This agreement shall inure to the benefit of the parties hereto and their heirs, successors and assigns.

Non-waiver. The City's failure to insist upon strict performance of any term or to exercise any right shall not be construed as a waiver or a relinquishment for the future of such terms or rights which shall continue in full force and effect.

Entire Agreement. This agreement contains the entire agreement between the parties and no statement, promises or inducements made by any party, or agent of either party, which is not contained in this agreement, shall be valid or binding. This agreement may not be enlarged, modified or altered except in a writing signed by the parties hereto.

Governing Law, Exclusive Jurisdiction, and Venue. This agreement is executed, delivered and shall be performed in and shall be construed under and governed by the laws of the State of Georgia.

Article VIII
Multiple Counterparts

This agreement is executed in multiple counterparts each of which shall be deemed an original.

By signing below, the undersigned warrant and represent that each of them is the duly authorized officer or agent of the entity on whose behalf he is signing and each has full authority to execute this agreement on behalf of such entity.

Executed at City Council Meeting on the ___________day of __________, 2019.

SIGNATURES OF OWNERS

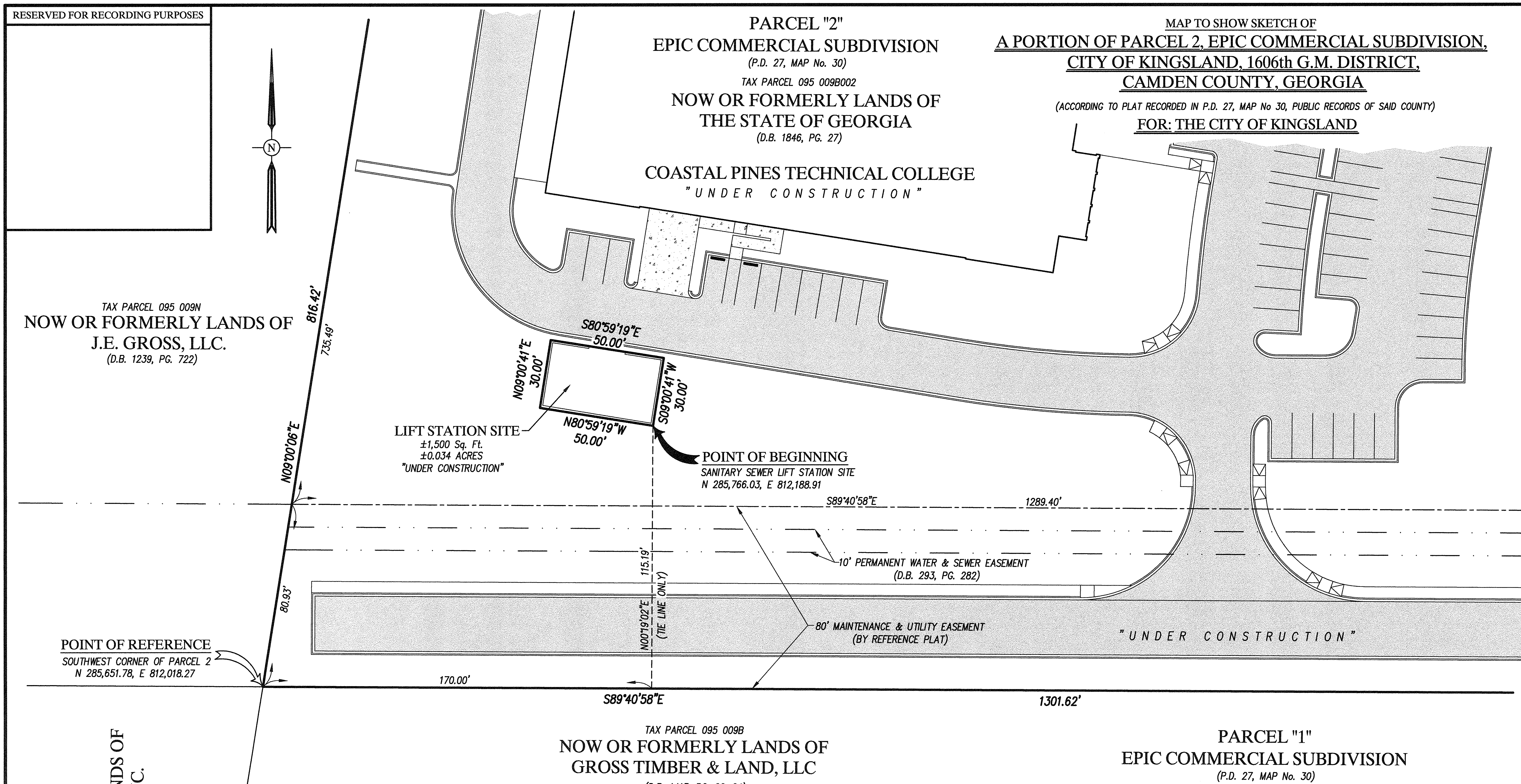
RESERVED FOR RECORDING PURPOSES

MAP TO SHOW SKETCH OF

A PORTION OF PARCEL 2, EPIC COMMERCIAL SUBDIVISION, CITY OF KINGSLAND, 1606th G.M. DISTRICT, CAMDEN COUNTY, GEORGIA

(ACCORDING TO PLAT RECORDED IN P.D. 27, MAP No 30, PUBLIC RECORDS OF SAID COUNTY)

FOR: THE CITY OF KINGSLAND



TAX PARCEL 095 009I
NOW OR FORMERLY LANDS OF
MORTON HOMES, INC.
(D.B. 487, PG. 552)

LEGAL DESCRIPTION LIFT STATION SITE:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN THE CITY OF KINGSLAND, 1606TH G.M. DISTRICT, CAMDEN COUNTY, GEORGIA (BEING A PORTION OF PARCEL 2, EPIC COMMERCIAL SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT DRAWER 27, MAP NUMBER 30, PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL 2, SAID POINT HAVING STATE PLANE COORDINATES N285651.78', E812018.27' AND RUN THENCE SOUTH 89°-40'-58" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 170.00 FEET TO A POINT; RUN THENCE NORTH 00°-19'-02" EAST, A DISTANCE OF 115.19 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 80°-59'-19" WEST, A DISTANCE OF 50.00 FEET TO A POINT; RUN THENCE NORTH 09°-00'-41" EAST, A DISTANCE OF 30.00 FEET TO A POINT; RUN THENCE SOUTH 80°-59'-19" EAST, A DISTANCE OF 50.00 FEET TO A POINT; RUN THENCE SOUTH 09°-00'-41" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.034 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM FOR GEORGIA, EAST ZONE, ACCORDING TO SAID SUBDIVISION PLAT.

2.) THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER SUBJECT PROPERTY, NOT SHOWN HEREON, WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.

3.) THIS SKETCH HAS BEEN PERFORMED WITHOUT THE BENEFIT OF A FORMAL TITLE REVIEW.

4.) THIS IS A SKETCH ONLY AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

DWG. # S-1-452-10-19

DWN. BY: J.S.F. CKD. BY: J.S.F.

SKETCH DATE: 10-08-2019

0' 15' 30' 60'

SCALE: 1" = 30'

P.O. BOX 5730
ST. MARYS, GEORGIA 31558
(912) 729-1507 PHONE
(912) 729-1509 FAX

GEORGIA LICENSED
SURVEY FIRM No. 1067

PREPARED BY:

A K M
SURVEYING, INC.
SURVEYORS & LAND PLANNERS

CERTIFICATION: The property hereon lies completely within a jurisdiction which does not review or approve any plats or this type of plat prior to recording. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITHOUT LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67.

BY: [signature] DATE: 10/8/19

JEFFREY S. FOSTER
GA. REGISTERED SURVEYOR No. 3143

CITY OF KINGSLAND

UPDATE AND REAUTHORIZATION OF ORDINANCE # 2009-01

KINGSLAND ENTERPRISE ZONE ~~DESIGNATION~~

WHEREAS, THE CITY OF KINGSLAND, GEORGIA, DESIRES TO CREATE THE PROPER ECONOMIC AND SOCIAL ENVIRONMENT TO INDUCE THE INVESTMENT OF PRIVATE RESOURCES IN PRODUCTIVE BUSINESS ENTERPRISES AND SERVICE ENTERPRISES, LOCATED IN AN AREA MEETING CRITERIA ESTABLISHED UNDER AND SET FORTH IN TITLE 36, CHAPTER 88 OF THE OFFICIAL CODE OF GEORGIA ANNOT~~T~~ATED AND SUBSEQUENTLY AMENDED, KNOWN AS THE ENTERPRISE ZONE EMPLOYMENT ACT OF 1997 FOR THE STATE OF GEORGIA AS SET FORTH IN GEORGIA STATUTES ANNOTATED, HEREINAFTER REFERRED TO AS THE ACT, AND TO PROVIDE EMPLOYMENT TO RESIDENTS OF SUCH AREA;

NOW, THEREFORE, THE MAYOR AND COUNCIL OF KINGSLAND, GEORGIA HEREBY ORDAINS:

SECTION 1

In the geographic area known as the Kingsland Enterprise Zone and as herein described in Exhibit A, a copy of which is attached hereto and hereby incorporated by reference, in compliance with O.C.G.A. 36-88-6 and as subsequently amended, the following findings are made:

SECTION 2

That the City finds the area meets the qualifications of the Act by:

1. Pervasive Poverty
   The Kingsland Enterprise Zone is located in portions of four different census tract block groups. The census tract block group poverty data is provided in the table below; ~~portions of Census Tract 103, Block Group 2~~

GEO ID	Block Group	Total persons in poverty	Persons below poverty	% below poverty
130390103021	1	726	261	35.95%
130390103022	2	2,770	188	6.90%
130390103013	3	3,366	650	19.31%
130390103011	1	2,307	426	18.47%

~~. Within the census block group, the percent of the total population below the poverty level is 21%.~~ The Enterprise Zone Employment Act specifies that an Enterprise Zone must be within or adjacent to a census block group ~~there must be an~~where the ratio of income to poverty rate of less than 1.0 for 15~~20~~% of the nominated area. According to data from the 2016 American Community Survey-5 Year. According to the data listed in the table above, the designated area is located within or adjacent to high poverty areas which align with the poverty criteria Enterprise Zone Employment Act. ~~the 2000 Census, the ratio of income in 1999 to poverty level for the census block group shows that only 11.44 % of the residents have an income to poverty ratio of less than 1.0. The area does not meet the qualifications for this component of the designation criteria.~~

2. Underdevelopment
The Building Inspection Office of the City of Kingsland Community Planning and Development Department has amassed data showing that over the past five years there have been less building permits and land disturbance permits issued, and that the department collects less development fees, capital recovery fees, and other similar fees from the area. This indicates that the level of development in the nominated area is lower than the development activity within the local governing body's jurisdiction overall. The Business License Division of the City of Kingsland Community Planning and Development Department has amassed data that shows that there are less business license fees collected within the nominated area than within the local governing body's jurisdiction overall. The area meets the qualifications for this component of the designation criteria.

3. General Distress
The Kingsland Enterprise Zone area suffers from general distress and adverse conditions as evidenced from the data collected in the Kingsland Urban Redevelopment Plan dated January 2009, which Plan is included herein by reference. There are many abandoned, dilapidated and obsolete buildings within the nominated are, both commercial and residential. Vacant and declining properties throughout the area, continually threaten viability and stability. The area suffers from neglect and for the most part is simply worn, outdated and incompatible with today's consumer demands. It is an area that has lost its social vitality and has become, in some places, a haven for crime problems. The area meets the qualifications for this component of the designation criteria.

4. General Blight
The entire Kingsland Enterprise Zone area is included in an urban redevelopment area as defined by paragraph (20) of Code Section 36-61-2. An urban redevelopment plan for the area was adopted by Kingsland City Council according to the requirement of Chapter 61 of Title 36 of the Official Code of Georgia. In accordance with the Urban Redevelopment Act, a resolution has been passed that recognizes a blighting influence in certain buildings in the area and in the community. The area meets the qualifications for this component of the designation criteria.

5. Unemployment
Within a designated Enterprise Zone, the unemployment rate (average for the preceding year) must be at least 10% higher than the State or significant job dislocation.
According to the August 2019~~November 2008~~ updated edition of the Camden County, Georgia Area Labor Profile from the Georgia Department of Labor, the unemployment rate for Camden County is 4.2~~3.6~~%. According to the Department of Labor, the

unemployment rate for the State of Georgia is 3.9~~7.0~~%. The area does not meet the qualifications for this component of the designation criteria.

SECTION 3

Based upon the findings of fact set forth in Section 1 of this ordinance, the Council finds that the area meets three of the five criteria necessary for designation as an Enterprise Zone in accordance with the Enterprise Zone Employment Act.

SECTION 4

In order to alleviate the above conditions the Council hereby designates the area described in Exhibit A, attached herein and incorporated by reference herein, as an Enterprise Zone to be known as the "Kingsland Enterprise Zone".

SECTION 5

The City shall be the authorized agency to act in all matters pertaining to the enterprise zones and reserves the power to grant the incentives listed below to qualifying businesses or qualifying service enterprises in accordance with the authorization granted local governments in the administration of the enterprise zone in the Enterprise Zone Employment Act.

SECTION 6

The Council ~~shall~~may exempt any Qualifying Business Enterprise or Qualifying Service Enterprise as defined in O.C.G.A. § 36-88-3 from municipal ad valorem property taxes (excluding property taxes imposed by school districts) in an amount not to exceed those set forth in section (a) of O.C.G.A. § 36-88-8, as may be subsequently amended, provided said Qualifying Business or Service Enterprises meet the qualifying criteria outlined in O.C.G.A. § 36-88-4 and in accordance with the following schedule

i. One hundred percent abatement of post assessed rehabilitation property taxes shall be exempt for the first five years.
ii. Eighty percent of post assessed rehabilitation property taxes will be exempt for year six.
iii. Sixty percent of post assessed rehabilitation property taxes will be exempt for year seven.
iv. Forty percent of post assessed rehabilitation property taxes will be exempt for year eight.
v. Twenty percent of post assessed rehabilitation property taxes will be exempt for year nine.
vi. Zero percent abatement will begin at year ten.

City of Kingsland - Enterprise Zone – Tax Exemption Schedule									
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
100%	100%	100%	100%	100%	80%	60%	40%	20%	0%
** Property taxes based upon pre-rehabilitation assessment*									

SECTION 7

The Council may grant other incentives, as provided by O.C.G.A. § 36-88-7 and O.C.G.A. § 36-88-9 and as may be subsequently amended from time to time. Such incentives will be negotiated by the Mayor and Council on a case-by-case and may include, but not limited to, exemptions from any or all the following: occupation taxes, regulatory fees, building inspection fees, and other fees that would otherwise have been imposed on qualifying businesses or service enterprises and are eligible for waiver or reduction by the Mayor and Council.

The Council may make determinations of eligibility for each qualifying business or service enterprise based on the quality and quantity of such additional economic stimulus as may be created within the City of Kingsland. In accordance with the Enterprise Employment Zone Act of 1997, t~~T~~hat qualifying business or service enterprises shall be defined a "Business enterprise" meaning retail, manufacturing, warehousing & distribution, processing, telecommunications, tourism, research & development, new residential construction and rehabilitation. "Service enterprise" means finance, insurance, or real estate activities.
Criteria for consideration may include but not limited to the following:

a.) The value of the business to the economic health and well being of Kingsland and its citizens;
b.) Capital investment or reinvestment by the business equal to or greater than the amount of ad valorem tax abated over the first five years of the tax incentive;
c.) Locating in a vacant or historic building;
d.) Demolishing an obsolete, abandoned and/or deteriorating pre-existing structure;
e.) Enhancing the area by incorporating elements such as significant landscaping, area-compatible façade materials and exclusion of billboards on premises;
f.) Assembling multiple tracts of land for one project;
g.) Creating jobs above the state threshold; and
h.) Creating jobs for residents of the Enterprise Zone and surrounding area.

SECTION 8

The Council further directs and designates the City Manager, the Kingsland Downtown Development Authority and/or the Camden County Joint Development ~~Autority~~Authority ~~Economic Development Director for the City of Kingsland~~ to serve as liaison for communication with the Georgia Department of Community Affairs, the Georgia Department of Economic Development; the business community; and all others to oversee enterprise zone activities and administration, and communication with qualified businesses and qualified service enterprises as outlined in this ordinance.

SECTION 9

The Council has the power to administer, require, and enforce compliance with the provisions of the ordinance and such administrative rules or regulations adopted hereinafter by way of resolution including, but not limited, to reports and data information from businesses within the enterprise zone to verify compliance with this ordinance and state law.

That the qualifying business shall consent to enter into a contractual agreement that outlines the incentives offered to the business and a guideline for the recapture, revocation, or reimbursement should the terms of the contract be violated by the target qualifying business or service enterprise.

SECTION 10

All development in the Kingsland Enterprise Zone which is deemed eligible for ~~tax~~ incentives should be initiated and developed by "qualifying business" or "qualifying service" enterprises which meet the criteria established herein. (O.C.G.A. § 36-88-8). Criteria established for the enterprise includes that the qualifying business provides "economic stimulus" with sufficient quantity and quality by:

1. Creation of (5) fulltime jobs.
2. When possible, 10% of new employees shall be low-and moderate income individuals, or;
3. Exemptions apply to ANY entity within the zone, for either residential and/or rehab of an existing structure where value of improvements is greater than 500% of land value,

SECTION 11

This ordinance shall take effect immediately upon adoption by the City. In the event of a conflict between the provision of this and the "Enterprise Employment Zone Act of 1997" (the "Act"), the provision of the Act shall be controlling.

This Enterprise Zone Ordinance was introduced at the regular meeting of the City of Kingsland, Georgia held on the ______ day of _______, 201~~0~~9 and adopted at said meeting by an affirmative vote of ____ members of said city.

Mayor Dr. C. Grayson Day, Jr.~~Kenneth E. Smith, Sr.~~ voting_________
Councilman Alex Blount voting_________
Councilman James Galloway~~Clarence Knight~~ voting_________
Councilman Lamar Stokes~~Don Mounsey~~ voting_________
Councilwoman Mike McClain~~Nancy Stasinis~~ voting_________

State of Georgia
Fulton County

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY HOMEOWNER REHABILITATION AND RECONSTRUCTION PROGRAM

SUBRECIPIENT AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS (DCA)
AND
CITY OF KINGSLAND

THIS AGREEMENT is entered this ______ day of _____________, 20 ____ by and between the Georgia Department of Community Affairs (hereinafter referred to as "Grantee" or "DCA") and City of Kingsland (hereinafter referred to as "Subrecipient"), is for the provision of the Community Development Block Grant Disaster Recovery Homeowner Rehabilitation and Reconstruction Program, as further defined in the "Exhibit A – Project Description and Deliverables."

I. RECITALS

WHEREAS, Pursuant to Public Law (P.L.) 115-123 and the Federal Register Notice 83 FR 40314, dated August 14, 2018, the U.S. Department of Housing and Urban Development ("HUD") has awarded thirty-seven million, nine hundred and forty-three thousand dollars ($37,943,000) in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the Georgia Department of Community Affairs for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the Grantee's Action Plan (the "Action Plan").

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to carry out a part of the Grantee's Federal award by committing $300,000.00 of the Grantee's Federal award, pursuant to this Subrecipient Agreement (the "Agreement").

WHEREAS, the CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award and the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee's Federal award.

WHEREAS, the Grantee's estimated total need for housing is nearly three hundred and twenty-nine million dollars ($329,000,000), this subaward will address the housing damages which were identified as the most critical need in the Action Plan.

WHEREAS, the Subrecipient has legal authority to enter this Agreement, and the Subrecipient's governing body has duly adopted the ____ dated ______________, authorizing the Subrecipient to enter this Agreement with the Grantee, and by signing this Agreement, to assure the Grantee that it will comply with all the requirements of the subaward described herein.

NOW, THEREFORE, in consideration of the need for recovery from the FEMA Disaster Declarations DR-4294, DR-4297, and/or DR-4338, and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

II. GENERAL AWARD INFORMATION

The subaward from the Grantee to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a federal award described in Section I of this Agreement and creates a federal assistance relationship with the Subrecipient. This Agreement must be updated to reflect any changes to the federal award and the following award information.

Federal Award Date: June 27, 2019

Is this award for research and development: Yes ☐ No ☒

Subrecipient's DUNS Number:

Amount of the Federal Award Committed to the Subrecipient by this Agreement: $300,000.00

Total amount obligated by this and any other Agreement: $300,000.00

III. POINTS OF CONTACT

Grantee:	Subrecipient:
Tommy Lowmon (Name of primary contact)	______ (Name of primary contact)
Title: CDBG-DR Program Manager	Title: ______
Grantee: Georgia Department of Community Affairs	Subrecipient: ______
Address: 60 Executive Park South, NE	Address: ______
City, State, ZIP: Atlanta, GA 30329	City, State, ZIP: ______
Telephone: 404-977-0929	Telephone: ______

Federal Award Identification Number: B-18-DP-13-0001

CFDA Number and Name: 14.228

IV. TERM OF THE AGREEMENT AND PERFORMANCE PERIOD

This Agreement begins upon execution by both Parties (the "Effective Date") and ends **36 months (3 years)** after execution by the Grantee, unless otherwise terminated, as provided in this Agreement. If for reasons beyond the Subrecipient's control it appears that a grant extension will be necessary, a written request for a grant period extension should be sent to the Grantee. The grant extension request should be sent to the Grantee thirty (30) days prior to the grant's expiration date. The extension request should outline the reasons for the delay and specify the projected completion date. Grant extension approvals will be made in the form of a grant adjustment notice.

This Agreement and its terms and conditions shall remain in effect during any period that the Subrecipient has control over CDBG-DR funds provided through this agreement, including program income as defined in 24 CFR 570.489(e).

V. SUBRECIPIENT PERFORMANCE

The Subrecipient shall conduct, in a satisfactory manner as determined by the Grantee, CDBG-DR programs for disaster recovery in the most impacted and distressed zip code of 31548. The Subrecipient shall perform all activities in accordance with the terms of Exhibit A – Project Description and Deliverables; the budget, referred to as Exhibit B; General and Special Conditions, referred to as Exhibit C; and the State and Federal Statutes, Regulations, and Policies listed in Exhibit D. The Subrecipient must ensure that the persons to benefit from the activities described in Exhibit A of this Agreement are receiving the service or a benefit from the expenditure of funds under this Agreement. If the persons to benefit from the activities described in Exhibit A are not receiving the service or benefit, the Subrecipient is subject to penalties, including repayment of any associated disallowed costs.

VI. REQUESTS FOR PAYMENTS AND DISBURSEMENT OF FUNDS

The Grantee will issue payments to the Subrecipient for eligible expenses incurred by the Subrecipient. The Grantee shall review the reasonableness of each request for payment. In addition, the Grantee reserves the right to draw from and against funds otherwise available under this Agreement to pay for costs incurred by the Grantee on behalf of the Subrecipient.

DCA will not approve payment for costs incurred that are inconsistent with this Agreement, federal statutes, regulations (including Cost Principles in 2 CFR 200, subpart E), or the terms and conditions of the Grantee's Federal award, or that would otherwise result in the Grantee charging improper, unauthorized, or unallowable costs to the Grantee's Federal award.

To request payment under this Agreement, the Subrecipient shall follow the processes outlined in the CDBG-DR Standard Operating Procedures Manual. DCA will provide this document to the Subrecipient.

a. Cash Depositories

Funds drawn under the CDBG-DR Program must be deposited as follows:

- A separate non-interest-bearing bank account must be established for the grant award. Only CDBG-DR funds should be deposited into this account. However, exceptions may be necessary for accounts with minimum balance requirements.
- The separate bank account must be established in a financial institution with Federal deposit insurance coverage and the balance exceeding the coverage must be collaterally secured.
- Consistent with the national goal of expanding the opportunities for minority and women owned business enterprises, Subrecipients are encouraged to use minority and/or women owned banks.

b. Time period for Subrecipient to Disburse Funds

The Subrecipient must minimize the time elapsing between the receipt of grant funds and their subsequent disbursement. A period of three (3) working days or less is considered acceptable.

VII. TIMELINESS STANDARDS AND CANCELLATION OF GRANT AWARD

The Grantee reserves the right to cancel the Grant Award if sufficient progress is not being made toward completion of the project. If the following timeliness standards are not met, issued funds may be subject to de-obligation by DCA:

- Submission of executed Subrecipient Agreement to DCA within two (2) months of receipt;
- Submission of Grant Award Packet to DCA within one (1) month of Effective Date of Subrecipient Agreement;
- Initiation of Homeowner Rehabilitation and Reconstruction Marketing Plan within two (2) months of Effective Date of Subrecipient Agreement;
- Open intake centers and begin receiving applications within six (6) months of Effective Date of Subrecipient Agreement;
- Draw down of all funds within 36 months of Effective Date of Subrecipient Agreement.

In addition, the Grantee may cancel the Grant Award at any time if it becomes apparent to the Grantee that the Subrecipient has not initiated the administrative activities necessary to allow the project to proceed.

VIII. PROGRAM INCOME

Program income, as defined in 24 CFR 570.500(a), must be returned to the Grantee within thirty (30) days of receipt.

IX. PROHIBITED ACTIVITIES

The Subrecipient may only carry out the activities described in this Agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG-DR ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

X. PERFORMANCE MONITORING & REPORTING

A. Reporting

In additional to all deliverables and metrics specifically referenced in Exhibit A, the Subrecipient shall submit quarterly progress and financial reports to the Grantee in the form, content, and frequency required by the Grantee. At a minimum, reports shall be submitted no less frequently than required by the regulations listed as 2 CFR 200.38, 24 CFR 570.507 and the applicable federal register notices.

The Subrecipient shall provide the Grantee with a final project report upon completion of the project.

It is expressly understood and agreed by the parties that if the Subrecipient fails to submit to the Grantee in a timely and satisfactory manner any report required by this Agreement, the Grantee may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Subrecipient. If the Grantee withholds such payments, it shall notify the

Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by the Grantee until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. As soon as the deficiency is cured, payments can resume.

The Subrecipient is required to immediately report to the Grantee any incident of criminal misapplication of funds associated with this contract.

B. Monitoring

The Grantee reserves the right to perform periodic on-site monitoring of the Subrecipient's and the compliance of any of the Subrecipient's lower-tier recipients with the terms and conditions and exhibits of this contract, and of the adequacy and timeliness of the Subrecipient's and any lower-tier recipient's performances under this contract. If deficiencies are detected by the Grantee, the Grantee will notify the Subrecipient of corrective action to be undertaken. If action to correct such substandard performance is not taken in the timeframe specified in the notification by the Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG-DR funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

XI. AMENDMENT AND TERMINATION

A. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this agreement, are approved by the Grantee, and are signed in writing by a duly authorized representative of the Grantee and the Subrecipient. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to Exhibit A or C, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

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. The grant requirements may be amended from time to time by future Federal Register Notices. Additional or amended grant requirements published in the Federal Register apply even if this grant agreement is not updated.

B. Suspension or Termination

The Grantee may terminate this agreement, in whole or in part, upon 30 days' notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this agreement. Failure to comply with any terms of this agreement, include (but are not limited to) the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
- Ineffective or improper use of funds provided under this agreement; or
- Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Grantee retains the right to recover any improper expenditures from the Subrecipient. The Grantee may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements. This agreement may also be terminated in whole or in part by either the Grantee or the Subrecipient, or based upon agreement by both the Grantee and the Subrecipient in accordance with the requirements in 2 CFR part 200, subpart D.

XII. MISCELLANOUS

a. Communications and correspondence under this Agreement may be conducted via email, facsimile, post, meetings and/or teleconferences. Communications preferences include: email, post, meetings and/or teleconferences.

b. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them; and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein.

c. This Agreement may not be modified or altered except in writing by an instrument duly executed by authorized officers of the parties. No other terms and conditions, oral or written, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the parties, unless and until such terms and conditions shall have been specifically accepted in writing by the parties.

d. This Agreement does not create a partnership, joint venture, or in any other way classify the Grantee as a party to the Subrecipient's activities/projects.

e. In the event of legal dispute of the terms contained herein, this Agreement shall be governed by, construed and applied in accordance with the laws of the state of Georgia.

f. The Subrecipient may not delegate or contract to any other party any inherently governmental responsibilities related to management of the funds, such as, but not limited to, auditing and oversight of consulting services and contractors, policy development, and financial management.

g. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

h. The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect the meaning of interpretation of this Agreement.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

Signature Page

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties have caused this Agreement to be executed by their duly authorized undersigned officials on the day, month, and year last written below.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

By: ______________________________
(Signature)

Name: G. Christopher Nunn

Title: Commissioner

Date: ______________________________

City of Kingsland

By: ______________________________
(Signature)

Name: ______________________________

Title: ______________________________

(Chief Elected Official)

Date: ______________________________

Attest: ______________________________
(Clerk)

Countersigned: ______________________________
(Finance Officer or Contract Compliance Officer)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

____

(City Attorney)

Exhibit A – Project Description and Deliverables

Project Description

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Georgia to be distributed in the Most Impacted and Distressed (MID) zip codes and counties declared eligible for Federal Emergency Management Agency (FEMA) Individual and Public Assistance. These funds are to be used for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq) and described in the State of Georgia Action Plan for Disaster Recovery. Funds will be used to contribute to the long-term recovery and restoration of housing and to fulfil unmet housing needs resulting from DR 4338 occurring on September 11, 2017.

City of Kingsland will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons. The remaining 30% may be served with the Urgent Need national objective, if necessary.

City of Kingsland will conduct all implementation services necessary to mobilize and launch this program in order to help people, properties, and communities recover from storm-related damage. The program will help owner-occupants recover from damage resulting from DR 4338. The range of services include the following eligible CDBG-DR activities:

A. Repair of properties damaged by disaster;
B. Elevation of properties;
C. Reconstruction of properties that were substantially damaged from the disaster and where repair is no longer cost reasonable;
D. Replacement of Manufactured Homes that were substantially damaged from the disaster(s) and where repair is no longer cost reasonable; and/or
E. Temporary Relocation of Homeowners (and if necessary, tenants) while repairs or reconstruction is completed, in compliance with the Uniform Relocation Act (URA).

The maximum amount of assistance for repair activities is $75,000, and the maximum amount of assistance for reconstruction is $150,000. The Subrecipient shall only process prioritized applications during the initial 45-day intake period. The prioritization criteria are defined in the Grantee's Action Plan.

The Subrecipient must follow the Homeowner Rehabilitation and Reconstruction Program Guidelines developed by the Grantee.

Subrecipient Responsibilities

A. CDBG-DR Implementation
   1. Complete Capacity Analysis for the City of Kingsland CDBG-DR Program that includes:
      a. Organizational Chart including the number of years the staff has been in this position with the organization
      b. Job Descriptions for City of Kingsland staff and/or contracted staff and vendors

   c. Subgrantee experience with the same or similar grants
   d. Evaluation of previous audits including the extent to which the same or similar grant has been audited as a major program
   e. The extent and results of HUD monitoring, if the subrecipient also received Federal awards directly from HUD
2. The Subrecipient must submit to the Grantee a marketing plan detailing all planned outreach efforts to ensure the citizens are informed and aware of the program(s). This includes, but is not limited to, advertising using the local media outlets, newspapers, broadcast media, public meetings, etc. The marketing plan must be considered sufficient by DCA before any program activities are undertaken. All activities defined in the marketing plan will be monitored by DCA to ensure compliance.
3. The Subrecipient must send a representative to each training or technical assistance session provided by the Grantee.
4. The Subrecipient is required to attend fraud-related training provided by HUD or the Office of the Inspector General (OIG) OIG when offered. The purpose of this training is to assist in the proper management of CDBG-DR funds.
5. The Subrecipient must establish and administer a quality assurance and quality control system in a manner that complies with all applicable HUD CDBG-DR and DCA rules.

B. Program Responsibilities

1. Complete procurement and selection of vendors or subrecipients that will be responsible for managing applicant intake and related operations, compliance, administration, inspections, and/or construction management for the Homeowner Rehabilitation and Reconstruction Program.
2. The Subrecipient must follow the Homeowner Rehabilitation and Reconstruction Program Manual, provided by the Grantee. Within two months of the Effective Date of this Agreement, the Subrecipient has the opportunity to review, comment, and request clarification or modification of the Homeowner Rehabilitation and Reconstruction Program Guidelines.
3. The Subrecipient must follow the Grantee's requirements and prioritization criteria listed in the Grantee's HUD Approved Action Plan.

<u>Performance Goals and Timelines</u>

The Subrecipient shall complete the activities required under this agreement in accordance with the following timeframes and performance goals associated with each of the activities:

Submit comments, need for clarifications, and/or modification to the Homeowner Rehabilitation and Reconstruction Program Manual – Within two months of Effective Date of this Agreement

Develop Marketing Plan for Homeowner Rehabilitation and Reconstruction Program – Within one month of Effective Date of this Agreement

Begin receiving Homeowner Rehabilitation and Reconstruction Program applications – within six months of the Effective Date of this Agreement

Closeout of Homeowner Rehabilitation and Reconstruction Program – three years after the execution of the Subrecipient Agreement.

National Objectives

The Subrecipient must ensure all activities funded with CDBG-DR funds meet the criteria for one of the CDBG-DR program's National Objectives, as defined in 24 CFR 570.208.

Homeowner Rehabilitation and Reconstruction Program National Objectives:
Benefit to low- and moderate-income persons or households (24 CFR 570.208(a) - The subrecipient must ensure 70% of persons served under the Homeowner Rehabilitation and Reconstruction Program are low to moderate income.

Urgent Need 24 CFR 570.208(c) - An urgent need exists because existing conditions pose serious and immediate threat to health/welfare of community, the existing conditions are recent or recently became urgent. If the activity addresses the serious threat to community welfare following the disaster and the household assisted is between 80%-120% AMI.

Households with income higher than 120% of AMI are not be eligible for this program.

Exhibit B – Project Budget

Georgia Department of Community Affairs (DCA)
Community Development Block Grant Disaster Recovery Program
Homeowner Rehabilitation and Reconstruction Program

BUDGET SUMMARY

Recipient: City of Kingsland

Grant Number: 17-UN-2-002

CDBG-DR BUDGET

Activity Code	Description	Activity Budget
	Homeowner Rehabilitation Program Activity Delivery Costs	$300,000.00
		$ ---
		$ ---
	Total CDBG-DR Budget: $ 300,000.00	

*The Subrecipient will be provided with an initial allotment of Homeowner Rehabilitation and Reconstruction Program funds to begin executing program activities such as, but not limited to, procuring vendors, establishing intake centers, hiring program staff, etc. This allocation will be updated when the local government begins receiving applications from homeowners. On a monthly basis, the Subrecipient shall report to DCA the number of eligible applicants and the amount of funding needed to carry out each project.

Exhibit C – General and Special Conditions

01. The Subrecipient agrees and certifies that for all activities and endeavors carried out in concert with CDBG-DR monies, the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated will be strictly adhered to and followed.

02. The Subrecipient agrees that should any new or additional requirements become applicable as a result of directives by the Department of Housing and Urban Development (HUD), that it will take all steps necessary to comply.

03. Environmental Review Requirement: No project expenditures may be incurred, or any CDBG-DR funds drawn down for any activity (other than for grant administration, design activities and other exempt activities) prior to receipt of an environmental clearance letter releasing funds.

04. By acceptance of this Grant Award the Subrecipient agrees to consult with the State Historic Preservation Office in accordance with Section 106 of the National Historic Preservation Act and the regulations of the Advisory Council (36 CFR Part 800) for those projects and activities covered by the Agreement, including the rehabilitation, construction, demolition or reconstruction of housing.

05. For all housing rehabilitation and reconstruction activities, prior approval from the Grantee is required if the actual costs (including change orders) will exceed 20% of the amount budgeted in the grant application for each unit. The Subrecipient will be responsible for any cost exceeding 20%, where prior approval has not been obtained.

06. The maximum award amounts per household allowed by the CDBG-DR Program are outlined in the Grantee's Action Plan.

07. The Grantee reserves the right to cancel a Subrecipient Grant Award if sufficient progress is not being made toward completion of the project. CDBG-DR representatives will conduct an on-site monitoring visit at least once a quarter with each Subrecipient. The Grantee will also monitor the financial progress as the draw requests are sent to the Grantee. If sufficient progress is not being made, CDBG-DR program staff will notify the Subrecipient in writing detailing the lack of progress, possible corrective actions, possible conditions (if necessary), and the date which the Grantee will re-evaluate the progress. If the Subrecipient is unable to get back on track, the funds will be reprogrammed. Actions will be consistent with 2 CFR 200.338 and 2 CFR 200.207. In addition, the Subrecipient Grant Award may be canceled at any time if it becomes apparent to the Grantee that the Subrecipient has not initiated the administrative activities necessary to allow the project to proceed.

08. The Subrecipient certifies that it will comply with all requirements of the Georgia State Minimum Standard Codes for Construction.

09. The Subrecipient certifies that it will provide the balance of funding needed to cover all non-eligible CDBG-DR project costs incurred.

10. The Subrecipient, by signing these Conditions, is certifying that it will comply with the requirements of O.C.G.A. 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, defined in U.S.C. Section 1611, that is administered by an agency or a political subdivision of this state.

11. The Subrecipient, by signing these conditions, is certifying that it will comply with the requirements of O.C.G.A. 13-10-90 entitled "Security and Immigration Compliance". This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

12. In addition to meeting Section 3 requirements as required by law and regulation (see Housing and Urban Development (HUD) Act of 1968 and implementing regulations at 24 CFR 135), the Subrecipient agrees to meet all requirements as stated in the Grantee's Section 3 Policy.

13. If program income, as defined in 24 CFR 570.500(a), is produced, the Subrecipient must transfer all PI back to the Grantee. The Subrecipient will be required to submit an annual report detailing program income received. If this certification is not submitted, the Grantee reserves the right to hold draw requests submitted by the Subrecipient until the certification is completed and PI is returned to the Grantee. The Grantee's CDBG-DR Program Income Policy is detailed in the CDBG-DR Standard Operating Procedures.

Exhibit D – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

A. General Compliance

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, 83 FR 5844 and 83 FR 40314. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of the Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

B. Duplication of Benefits

The Subrecipient shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the Grantee, which are: 84 FR 28836, 83 FR 40314 and 83 FR 5844. The Subrecipient shall carry out the activities under this agreement in compliance with the Grantee's procedures to prevent duplication of benefits.

C. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

D. Insurance & Bonding

In the State of Georgia, general contractors performing work over *$2,500 and all residential contractors* need to obtain a license at the state level. The contractors are required to obtain a contractor license bond when they apply for the license. Similar to most surety bonds, this bond is required as a form of protection to both the public and the state. Contractor license bonds are underwritten by bonding companies who back an agreement between them, the contractor and the state. Should the contractor fail to abide by the terms of the license and a third party suffers losses, said party can ask for compensation from the bonding company. Keep in mind, however, that it's ultimately the responsibility of the contractor to cover all costs incurred. Annual bond costs are based on credit scores.

For rehabilitation projects, no performance or payment bond is required. For reconstruction projects, a performance and payment bond in the total amount of the contract is required.

E. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Subrecipient shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

1. Financial Management - The Subrecipient shall expend and account for all CDBG-DR funds received under this agreement in accordance with 2 CFR Part 200, Subpart F.
2. Cost Principles - Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement, except for the following:
   - Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency
   - Fines penalties, damages, and other settlements are unallowable costs to the CDBG program
   - Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445)
   - Organization costs (2 CFR 200.455)
   - Pre-Award Costs, as allowable under the Grantee's Action Plan and limited by this agreement

F. Documentation and Record Keeping

1. Record Keeping and Access to Records

   The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient and its' subrecipients, contractors, and consultants complied with this agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee's Federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. The Subrecipient agrees that all books, records and accounts relating to this award shall be separate from any general accounting records which the Subrecipient may maintain in connection with the Subrecipient's general business activities.

Such records may include: records providing a full description of each activity undertaken; records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG–DR program; records required to determine the eligibility of activities; records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; financial records as required by 24 CFR 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements, labor standards, and other records necessary to document compliance with this agreement, any other applicable federal statutes and regulations, and the terms and conditions of Grantee's Federal award.

Subrecipient agrees that the Grantee, the State of Georgia Inspector General, HUD, the HUD Inspector General, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any and all said books, records and accounts of the Subrecipient for any purpose authorized under law or regulation. Such rights to access shall continue as long as the records are retained by the Subrecipient. The Subrecipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Georgia Open Records Act (excluding information identified as PII see 50-18-72.

Public disclosure shall not be required for records that are specifically required by federal statute or regulation to be kept confidential. The Subrecipient shall include the substance of this section in all subcontracts.

2. Record Retention and Transmission of Records to the Grantee

Prior to close-out of this agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this agreement met the requirements of the federal award.

The Subrecipient must maintain financial records, supporting documents, statistical records and all other records pertinent to the CDBG-DR award for a period of three (3) years following the submission of the Grantee's final quarterly report. Upon submission of the last quarterly report, the Grantee will inform the subrecipient of the submission and remind them of the three-year record retention requirement. Exceptions to this requirement are listed in 2 CFR 200.333.

3. Client Data and Other Sensitive Information

   The Subrecipient is required to maintain data demonstrating client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. The Subrecipient must comply with the Grantee's Procedures to Protect Personally Identifiable Information (PII) for the CDBG-DR Program (Exhibit F).

G. Close-out

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may 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.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this agreement, the Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds shall be treated in accordance with 24 CFR 570.503(b)(7).

H. Audits

1. Subrecipients must contract for annual independent audits of their financial operations, including compliance with Federal and State law and regulations. The contracts for independent audit must be done in accordance with 2 CFR Part 200, Subpart F, if the following circumstances occur:
   - If the Subrecipient expends $750,000 or more in a year in total federal funds (CDBG-DR plus any other federal funds), they must submit an annual audit that should be made in accordance with 2 CFR Part 200, Subpart F. This audit should also include a Project Cost Schedule and a Source and Application of Funds Schedule.
   - A copy of all audit reports shall be provided by the Subrecipient to the Grantee no later than 30 days after issuance of the reports and no later than one year plus 30 days after the end of the audit period.
2. Subrecipients that expend less than $750,000 in a year in total federal (CDBG-DR plus any other federal funds) awards are exempt from Federal (but not State of Georgia) audit requirements for that year. CDBG-DR funds may be used for paying for these financial schedules.

3. O.C.G.A. §36-81-7 requires that local governments forward a copy of their annual audit report to the State Auditor for review.

4. Small business concerns and business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts for audit services awarded with CDBG-DR funds. Subrecipients shall take the following affirmative action to further their goal:

   - Assure that audit firms owned and controlled by socially and economically disadvantaged individuals as defined in PL 95-507 are used to the fullest extent practicable.
   - Make information on forthcoming opportunities available and arrange timeframes for the audit so as to encourage and facilitate participation by small or economically disadvantaged firms.
   - Consider in the contract process whether firms competing for larger audits intend to subcontract with small or economically disadvantaged firms.
   - Encourage contracting with small or economically disadvantaged audit firms which have traditionally audited government programs, and in such cases where this is not possible, assure that these firms are given consideration for audit subcontracting opportunities.
   - Encourage contracting with consortiums of small or economically disadvantaged audit firms when a contract is too large for an individual small or economically disadvantaged firm.
   - Use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration in the solicitation and utilization of small or economically disadvantaged audit firms.

5. Audits must include an examination of internal control systems established to ensure compliance with laws and regulations affecting the expenditure of CDBG-DR funds, financial transactions, and accounts and financial statements, and reports of Subrecipient organizations. These examinations are to determine whether:

   - There is effective control over and proper accounting for revenues, expenditures, assets and liabilities.
   - The financial statements are presented fairly in accordance with generally accepted governmental accounting principles.
   - The quarterly reports to the Grantee and claims for advances contain accurate and reliable financial data, and are presented in accordance with the terms of applicable agreements.

- CDBG-DR funds are being expended in accordance with the terms of the grant award and those provisions of Federal and State law or the Grantee's regulations that could have a material effect on the financial statements.

6. In order to accomplish the purposes set forth above, a representative number of charges to the CDBG-DR award shall be tested. The test shall be representative of all cost categories that materially affect the award. The test is to determine whether the charges:

   - Are necessary and reasonable for the proper administration of the program.
   - Conform to any limitations or exclusions of the CDBG-DR award itself.
   - Were given consistent accounting treatment and applied uniformly to both CDBG-DR assisted and other activities of the Subrecipient.
   - Were net of applicable credits.
   - Did not include costs properly chargeable to other programs.
   - Were properly recorded (i.e., correct amount and date) and supported by source documentation.
   - Were approved in advance if subject to prior approval.
   - Were allocated equitably to benefiting activities, including non-CDBG-DR activities.

7. Audits should be conducted annually. If an acceptable annual audit is completed within a short period of time prior to close-out of a CDBG-DR program, the Grantee will request payment documentation of the unaudited funds and then formally close the grant.

8. If the auditor becomes aware of irregularities in the subrecipient organization, the auditor shall promptly notify the Grantee and Subrecipient management officials above the level of involvement. Irregularities include such matters as conflicts of interest, falsification of records and reports, and misappropriation of funds or other assets.

9. The annual audited financial statements shall include:
   - A statement that the audit was conducted in accordance with 2 CFR Part 200, Subpart F.
   - Financial statements, including the schedule of expenditures of Federal awards, including footnotes, of the Subrecipient organization.
   - The auditor's report on the financial statement which should:
     - Identify the statements examined and the period covered.
     - State that the audit was done in accordance with the Generally Accepted Government Auditing Standards.
     - Express an opinion as to whether the financial Statements of the Federal program is presented fairly in all material respects in conformity with the stated accounting policies.
     - Report on internal controls related to the Federal program, which shall describe the scope of testing of internal control and the results of the test.

- Report on compliance which includes an opinion as to whether the audit is in compliance with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on the Federal program.
- Include a schedule of findings and questioned costs for the Federal Program.
- Identify the major programs.
- State the dollar threshold used to distinguish between programs.
- Determine whether the audit qualifies as a low-risk audit.

10. The auditor's reports on compliance and internal control should:
    - Include comments on weaknesses or noncompliance with the systems of internal control, separately identifying material weaknesses.
    - Report the scope of testing of internal control and the results of the tests, and where applicable, a separate schedule of findings and questioned cost.
    - Include statement that the audit is in compliance with laws, regulations, and the provisions of contracts or grant agreement that could have a direct and material effect on each major program according to the Federal and State law and where applicable, a separate schedule of findings and questioned cost.
    - Provide a Summary Schedule of prior audit findings that report the status of all audit findings included in the prior audit's schedule of findings and questioned costs relative to Federal awards. The Summary Schedule shall also include audit findings reported in the prior audit's schedule of prior audit findings except audit findings listed as corrected.
    - When audit findings were fully corrected, the summary schedule need only list the audit findings and state which corrective action was taken or provide a statement of planned actions taken by Subrecipient.
    - A Source and Application of Funds schedule and a Project Cost schedule for all CDBG-DR funds. The appropriate grant numbers should also be shown. Please note that if the city/county's total federal expenditures meet or exceed the guidelines of 2 CFR Part 200, Subpart F, ($750,000), the Federal Schedule of Financial Assistance can be substituted for the Source and Application Schedule.
    - Comments on the accuracy and completeness of financial reports and claims for advances or reimbursement to the Grantee.
    - Comments on corrective action taken or planned by the Subrecipient.
11. Work papers and reports must be retained for a minimum of three years from the date of the audit report, unless the auditor is notified in writing by the Grantee of the need to extend the retention period. The audit work papers must be made available upon request of the Grantee or its designees and the General Accounting Office or its designees.
12. When an audit discloses significant findings, the Subrecipient will be called upon by the Grantee to take corrective action. Depending upon the nature of the inadequacies,

Drawdown of Funds, Final Close-Out or subsequent award of the CDBG-DR program may be delayed or denied until corrective action has been taken.

I. Inspections and Monitoring

Subrecipients must constantly monitor performance to ensure that time schedules are being met, projected milestones are being accomplished, federal and state requirements are being followed, and other performance goals are being achieved. Problems, delays, or adverse conditions affecting the Subrecipient's ability to meet grant objectives or time schedules should be reported to the Grantee. The Subrecipient may report these matters via the Quarterly Report form or may contact the Grantee, as appropriate, at any other time.

The Grantee will conduct monitoring visits, as necessary, to provide technical assistance and to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement. In addition to providing technical assistance, the Grantee will, at appropriate times during program activities, review Subrecipients' records to ensure that all applicable state and federal requirements are being met. The Grantee's emphasis will be on preventing and correcting problems before they develop into serious obstacles to program implementation. These reviews include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521.

The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements.

J. Corrective Actions

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, the Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. The Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2).

K. Procurement and Contractor Oversight

In accordance with 24 CFR 570.489(g), the Grantee has chosen to follow its own procurement policies and procedures for procurement of goods and services procured directly by the Grantee that is paid for in whole or in part with CDBG-DR funds. The Subrecipient and its contractors must follow the Grantee's CDBG-DR Procurement Policies.

The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 CFR 570.609. CDBG-DR funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

The Subrecipient must inform the Grantee of all contracts procured for the CDBG-DR program. The Grantee is required to post a summary of all contracts procured on its public website.

L. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.505.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), and except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

M. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

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

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the [URA] shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

The Department of Housing and Urban Development has provided waivers to various sections of the Uniform Relocation Act, Section 104(d) of the Housing and Community Development Act, and Section 414 of the Stafford Act. These waivers can be found in the Federal Register Notice 83 FR 5844.

O. Nondiscrimination

1. 24 CFR part 6

   The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 and the Georgia Fair Housing Act. Both Acts provides that no person in the United States shall, on the ground of race, color, national origin, age, religion, disability, sex, or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

   The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

   The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

   The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions: Georgia Handicap Accessibility Law (OCGA, Title 30, Chapter 3) intends to eliminate, insofar as possible, unnecessary physical barriers encountered by persons with disabilities or elderly persons whose ability to participate in the social and economic life of this state is needlessly restricted when such persons cannot readily use government buildings, public buildings, and facilities used by the public.

4. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

   - General Compliance:
     The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 CFR 570.601 and 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

   - Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to 2 CFR part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the subrecipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient under this Agreement, the instrument affecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

5. Affirmative Action

- Executive Order 11246

The Subrecipient agrees that it shall carry out non-discriminatory practices in hiring and employment on the part of U.S. government contractors to maintain compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR part 60, as required.

Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

- Notifications

  The Subrecipient will send to each labor union or representative of workers with which it has a 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 Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

  The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

P. Labor and Employment

1. Labor Standards

   The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

   The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and it's implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

Q. Section 3 of the Housing and Urban Development Act of 1968

1. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

R. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds 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 of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h). DCA's Conflict of Interest Policy and Procedures are attached as Exhibit E.

3. Lobbying Certification

The Subrecipient hereby certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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;
- 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 instructions;

- It shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- 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 required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. Whistleblower Act Certification

The Subrecipient hereby certifies that:

- Subrecipient has notified its employees and subcontractors of the protections under the Whistleblower Act 41 U.S.C. § 4172 and O.C.G.A. § 45-1-4 by:
    - Providing a written copy of the Whistleblower Acts
    - Communicating the methods employees/subcontractors may use to disclose information that an employee reasonably believes is evidence of:
        - Gross mismanagement or waste of a federal contract or grant;
        - An abuse of authority relating to a federal contract or grant (defined as an arbitrary and capricious exercise of authority that is inconsistent with the mission of the federal awarding agency concerned or the successful performance of a contract or grant of such agency);
        - A substantial and specific danger to public health or safety; or
        - A violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- Subrecipient affirms it has not and will not discharge, demote or otherwise discriminate against an employee/subrecipient for disclosing information outlined in the preceding bulleted list.

S. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

T. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

   The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

2. Air and Water

   The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

   - Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).

   - Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

3. Flood Disaster Protection

   The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. The Subrecipient will be responsible for implementing procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

4. Lead-Based Paint

   The Subrecipient shall follow the Grantee's procedures with respect to CDBG-DR assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

   The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 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 are fifty years old or older or that are included on a Federal, state, or local historic property list.

U. Change of Use of Real Property Rule

The Grantee and Subrecipient are subject to the waiver and alternative requirement applicable to the use of real property rule as defined by 24 CFR 570.489(j).

V. OTHER REQUIREMENTS IMPOSED BY GRANTEE

1. The Subrecipient shall comply with the Grantee's procurement policy. The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities (24 CFR 570.489(l), pursuant to which CDBG-DR funds must not be provided to excluded or disqualified persons and provisions addressing bid, and performance bonds, if applicable, and liquidated damages. All Subrecipients shall be monitored for compliance.
2. In accordance with Federal, State, and local laws, regulations, HUD Notices, program guidelines, and the policies and procedures to be issued by the Grantee, the Subrecipient will monitor any and all sub-subrecipient efforts on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to address areas of noncompliance. Information detailing credible evidence of fraud, waste, or abuse shall be immediately reported to the Grantee, followed by a written report within ten (10) calendar days.
3. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, or audit the operational and financial performance or records of work performed under this contract.

4. The Subrecipient shall comply with State of Georgia Action Plan for CDBG Disaster Recovery, this contract, and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this contract.
5. The Subrecipient shall maintain a retainage in the amount of ten percent (10%) of each construction or rehabilitation subcontract entered into by the Subrecipient until the Grantee determines that the requirements applicable to each such subcontract have been satisfied.
6. The Subrecipient shall include in any subcontracts that failure to adequately perform under this contract may result in penalties up to and including debarment from performing additional work for the Grantee.

VI. MISCELLANEOUS AGREEMENT PROVISIONS

1. Binding Effect. This Agreement and all of its terms, including recitals, shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns subject, however, to the limitations contained in this Agreement. See section VI.13 regarding assignability.

2. Authority Liability. All covenants, agreements, and obligations (collectively hereinafter referred to as "Covenants") of the Grantee contained in this Agreement shall be effective to the extent authorized and permitted by applicable law as it exists on the date hereof. No such Covenant shall be deemed to be a Covenant of any present or future director, officer, agent, or employee of DCA, the State of Georgia, or any agency or political subdivision thereof in other than his/her official capacity, and neither the directors of DCA nor any official executing this Agreement, nor any official, employee, or agent of DCA, the State of Georgia, or any agency or political subdivision thereof, shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the Covenants of DCA contained in this Agreement.

3. Notices. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when emailed and/or to mailed by registered or certified mail, postage prepaid or sent by a nationally recognized next day delivery service, fees prepaid, to:

   If to DCA: Georgia Department of Community Affairs
   Attn: CDBG-DR Program
   60 Executive Park South, NE
   Atlanta, GA 30329

4. If to the Subrecipient : NAME:__________________________________
   ATTN:____________________________________
   ADDRESS:_________________________________
   CITY, STATE ZIP _____________________________

5. The Grantee or the Subrecipient, by appropriate notice, may designate any further or different addresses to which subsequent notices, requests, or communications shall be sent. Notices sent by mail shall be effective three days after posting and notices sent by a nationally recognized next business day delivery service shall be effective one business day after being sent.

6. Severability. In case any section or provision of this Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered, or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity, or inoperability shall not affect the remainder thereof or any other section or provision of this Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered, or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid, or inoperable portion were not contained thereof.

7. Any illegality, invalidity, or inoperability shall not affect any legal, valid, and operable section, provision, covenant, agreement, stipulation, obligation, act or action, or application, all of which shall be deemed to be effective, operative, made, assumed, entered, or taken in the manner and to the full extent permitted by law from time to time.

8. Headings and Sections. The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect the meaning of interpretation of this Agreement.

9. Entire Agreement. This Agreement constitutes the entire agreement among the parties and no other writings or communications (oral or otherwise) shall have any legal effect unless made pursuant to the terms of this Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

11. No Agency, Partnership or Joint Venture. The Grantee is not a partner, joint venture, or in any other way a party to the Project.

12. Assignability. With the express written consent of the other party, either party may assign in part, some of its rights and obligations here under to another party, including its affiliates or successors, as may be provided by state and federal law program requirement, provided however, that notwithstanding any such agreement assignor retains primary responsibility for ensuring all obligations of this Agreement are accomplished by an appropriate governmental entity. Subrecipients may utilize consulting services for administrative support but may not delegate or contract to any other party any inherently governmental responsibilities related to management of the funds, such as oversight, policy development, internal audit functions and financial management.

13. No Waiver. No failure by the Grantee to insist upon the strict performance by the Subrecipient of any provision hereof shall constitute a waiver of the Grantee's right to strict performance, and no express waiver shall be deemed to apply to any other existing or subsequent right of the Grantee to require the Subrecipient to remedy any and all failures by the Subrecipient to observe or comply with any provision hereof.

14. Indemnification.
    a. The Subrecipient releases the Grantee and the State of Georgia, holds the Grantee and the State of Georgia harmless against, and agrees that the Grantee and the State of Georgia shall not be liable for, and fully indemnifies the Grantee and the State of Georgia, against any and all losses, liabilities, claims, actions, proceedings, costs, and expenses imposed upon, incurred by, asserted against, or with respect to the Grantee and the State of Georgia on account of: (i) any loss or damage to property or injury to or death of, or loss by, any person that may be occasioned by any cause whatsoever pertaining to the maintenance, operation, and use of the Project; (ii) any loss or damage alleged by any third-party related to O.C.G.A. § 48-8-270 et. seq. (or successor statutes) and the Project; (iii) any breach or default on the part of the Subrecipient in the performance or non-performance of any Covenant arising from any act or failure to act by the Subrecipient or its agents, contractors, servants, employees, licensees, successors, or assigns; and (iv) any action taken or omitted to be taken by Grantee and the State of Georgia in accordance with the terms of this Agreement (except acts of willful misconduct).

    b. In the event that the Grantee seeks indemnity hereunder with respect to any action or proceeding brought against the Grantee, the Grantee shall give notice of such action or proceeding to the Subrecipient, and the Subrecipient upon receipt of that notice shall have the obligation to assume the defense of the Grantee in such action or proceeding provided, however, that failure of the Grantee to give such notice shall not relieve the Subrecipient from any of its obligations under this Section to assume the expenses of the defense. In such action or proceeding, the Grantee shall be represented by the Attorney General or his designee and the Subrecipient consents to such representation.

c. The indemnification set forth above and all references to the Grantee in this Section are intended to and shall include all officials, directors, officers, employees, agents, and representatives of the Grantee.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

16. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require records maintained by the Grantee and any other state entity to be made public unless otherwise provided by law.

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Exhibit E – Conflict of Interest Prohibition

The following prohibited Conflicts of Interest (COI) should be avoided:

1. When a CDBG-DR Subrecipient contracts for the procurement of goods and services, the Conflict of Interest provision in the "Common Rule" (24 CFR 85.36) are applicable. These rules prohibit local officials and staff from being a party to any contract assisted with CDBG funds.

   Such a conflict would arise when:

   i. The employee, officer or agent,
   ii. Any member of his immediate family,
   iii. His or her partner, or
   iv. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Sub-grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or Local Law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub-grantee's officers, employees, or agents, or by contractors or their agents.

2. In addition, the Conflict of Interest prohibition at 24 CFR Part 570.489(h) is applicable to all CDBG-DR grants and activities. This rule, generally, prohibits elected officials, and staff who are in a position to influence decisions, from receiving any benefit in a CDBG-DR assisted project. This includes the benefit from living or owning property that is assisted by the program.

The following summarizes this regulation:

a. Conflicts prohibited. No persons described in paragraph b (below) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG-DR funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-DR assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
b. Persons Covered. The conflict of interest provisions of paragraph A (above) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving or administering CDBG-DR funds.
c. Definition of Family or Business Ties. DCA defines the meaning of the term "family or business ties" as follows:
   - Family: "A group of people related by ancestry or marriage; relatives."

- Business: "The buying and selling of commodities and services; commerce, trade."
- Ties: "Something that connects, binds or joins; bond; link."

d. Exceptions: Upon written request, the Grantee may grant an exception to the provisions of paragraph A (above), on a case-by-case basis, before federal funds are expended. Exceptions can only be granted when the Grantee determines that the exception will serve to further the purposes of the CDBG-DR Program and the effective and efficient administration of the CDBG-DR program or project. To seek an exception, a written request for an exception must be submitted by the Subrecipient to DCA which:
   - Fully discloses the conflict or potential conflict of interest, prior to the unit of government undertaking any action which results or may result in a conflict of interest, real or apparent;
   - Describes how the conflict of interest was publicly disclosed;
   - Includes a map showing the location of any target area property owned by the covered official;
   - Includes a written opinion of the local government's attorney that the conflict of interest for which the exception is sought would not violate state or local law; and.
   - Includes a written statement signed by the Chief Elected Official, Authorized Representative, city or county attorney, or by the official designated by the governing body to sign such statement addressing the factors the Grantee must consider when allowing a prohibited conflict of interest. See item G below for more information on the factors the Grantee must take into account.

e. Public Disclosure: The request for an exception must include a description of how the conflict of interest was publicly disclosed. The Grantee requires, at a minimum, that the recipient include a complete description of the COI on the agenda for the public meeting where the COI will be disclosed, that the agenda be posted/advertised as required by law, that the COI be fully disclosed at a public meeting, and that the discussion of the COI be included in the minutes of the meeting. Note that state law requires the agenda to be posted prior to public meetings. The description of the method of disclosure, the public meeting announcement and the minutes of the public meeting must be included with the request for an exception.

f. Non-Involvement: One factor included in the Grantee's decision to grant a COI exception is whether or not the involved officials have abstained from involvement with the grant. The request for an exception must include an explanation of the extent of involvement of covered persons with any votes or discussion of the grant. Officials should abstain from any involvement as soon as any COI is foreseen.

g. Potential factors to be considered for exceptions: In determining whether to grant a requested exception after the Subrecipient has satisfactorily met the requirements of paragraph D (above), the Grantee will consider the cumulative effect of the following factors, where applicable:
   1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
   2. Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

3. Whether the affected person has withdrawn from his or her function or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
4. Whether the interest or benefit was present before the affected person was in a position as described in paragraph b (above);
5. Whether undue hardship will result either to the participating jurisdiction or to the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
6. Any other relevant considerations presented to the Grantee.

h. Owners and Developers of Housing: No owner, developer or sponsor of a project assisted with CDBG-DR funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit, may occupy a CDBG-DR assisted affordable housing unit in a project. Any exceptions must be approved in advance by the Grantee and then only when the local government CDBG-DR Subrecipient can demonstrate to the Grantee that the exception will serve to further the purposes of the CDBG-DR program.

   This provision does not preclude an income-eligible, volunteer/owner participating in the construction of a single-family dwelling unit as part of a self-help homeownership program (e.g. Habitat for Humanity) when the individual is not an official, employee, agent, or consultant of the developer.

> ***NOTE:*** *If you have any questions regarding who may or may not be covered under the conflict of interest provisions above, please call the Grantee immediately to discuss such matters* ***prior to*** *entering into contracts or disbursing money.*

Exhibit F – DCA SUB-RECIPIENT PROCEDURES TO PROTECT PERSONALLY IDENTIFIABLE INFORMATION (PII) FOR CDBG-DR PROGRAMS

In order to carry out CDBG-DR programs, the Department of Community Affairs (DCA) must ensure that sub-recipients have adequate procedures in place to collect and process applicant provided information while providing assurances that any Personally Identifiable Information (PII) will be handled properly and sufficiently protected.

This policy has been created in order to communicate DCA's requirements related to the proper handling and securing of Personally Identifiable Information (PII) for sub-recipient administered CDBG-DR programs. The purpose of this policy is to ensure the confidentiality and integrity of PII information provided in a hard copy format and/or electronically stored or transmitted over DCA, sub-recipient, contractor, and/or vendor computer networks and telephone systems.

This policy outlines the methods to collect, document, and properly dispose of applicant hard copy paperwork that contains PII as well establishing acceptable uses and methods of transmission of PII data. All program staff, to include sub-recipient, contractor, and vendor staff, will be provided a copy of the DCA's Sub-Recipient PII policies and will be required to sign an acknowledgement of understanding of these policies. Basic components of this policy are to establish proper protocols to:

- Ensure proper handling of hard copy documentation and files.
- Secure hard copy PII in applicant files or documents that are being actively reviewed or worked.
- Establish parameters related to the use of applicant data transmitted and maintained in electronic media.
- Outline potential disciplinary actions for violations of the DCA Sub-Recipient Procedures to Protect Personally Identifiable Information (PII) for CDBG-DR Programs policy.
- Establish protocols should a breach of data occur during the administration of the Sub-Recipient's CDBG-DR Programs

Definition of PII

For the purposes of this policy, Personally identifiable information (PII) refers to information which can be used to distinguish or trace an individual's identity, such as their full name, social security number (including only the last-4 digits), biometric data, policy numbers, award amounts, income, bank account information etc.

Types of PII

In determining what PII is sensitive, the context in which the PII is used must be considered. For example, a list of people subscribing to a newsletter is not sensitive PII; a list of people receiving treatment for substance abuse is sensitive PII. As well as context, the association of two or more non-sensitive PII elements may result in sensitive PII. For instance, the name of an individual would be sensitive when grouped with place and date of birth and/or mother's maiden name, but each of these elements would not be sensitive independent of one another. Therefore files/data may be sensitive as a whole, but individual two data points or documents may not be considered sensitive. This means the file/data must be handled as sensitive PII.

For the purpose of determining which PII may be electronically transmitted, the following types of PII are considered sensitive when they are associated with an individual. Secure methods must be employed in transmitting this data when associated with an individual:

- Place of birth
- Date of birth
- Full Name
- Mother's maiden name
- Biometric information and personal characteristics including; photographic images, fingerprints, handwriting, retina scan, voice signature, and facial geometry
- Medical information, except brief references to absences from work
- Personal financial information (account numbers, award amounts, income, etc.)
- Credit card or purchase card account numbers
- Passport numbers, driver's license number and taxpayer ID
- Potentially sensitive CDBG-DR information related to grant or loan awards (applicant identification number, grant/loan amounts, etc.)
- Criminal history
- Any information that may stigmatize or adversely affect an individual
- SSN and partial SSN do NOT need to be associated with an individual to be considered PII. A SSN or the last 4 digits of a SSN alone, with no other information are considered PII
- In rare cases something like age has been found by the court to be PII. A case where a 99-year-old female's patient information was viewed publicly resulted in a court finding that her age was PII. She was the only 99-year-old female in community. If in doubt, it is necessary to err on the side of caution; treat files, data and information as if it is sensitive PII.

This list is not exhaustive, and other data may be sensitive depending on specific circumstances. In no case shall an applicant's PII be released to another party without written consent of the applicant. In addition, no CDBG-DR staff will be permitted access to any file where there could be a potential or perceived conflict of interest. Access to all CDBG-DR files should be subject to the Sub-Recipient's administrative "Need to Know" policy.

Non-PII

The following additional types of PII may be transmitted electronically without protection because they are not considered sufficiently sensitive to require protection.

- Work phone numbers
- Work addresses
- Work e-mail addresses
- Documents that do not include an SSN or where the SSN is removed
- General background information about individuals found in their application for assistance

The determination that certain PII is non-sensitive does not mean it is publicly releasable. The determination to publicly release any information can only be made by the sub-recipient official authorized to make such determinations.

Procedures for Intake and Processing of Applicant Provided Documentation

Sub-recipients will ensure that all PII discussed with and received from program applicants will be protected. During intake with applicants, case managers must ensure that only required PII be retained by the CBDG-DR program. Only required program documents shall be scanned/filed into the DCA's system of record (HSOnline) with original documentation returned to the applicant during the intake meeting. In the event hard copies of the documents are retained for review and use of in the sub-recipient's program, hard copy documents must be labeled confidential and appropriately stored or filed in a secure location until they can be disposed of appropriately. A secure location means that they are locked in the case manager's desk or stored in a locked file cabinet when not in use. In addition, this policy requires that all mail or written correspondence to the applicant must be uploaded into the system of record and/or hard copy file within 24 hours of any notification by regular mail. In addition, all case managers granted access to PII must acknowledge and follow the policies regarding the physical, verbal, and electronic security of PII as outlined below.

Physical Security of PII

Physical security applies to all paper documents or files, as well as CDs, USB drives, tapes, and backups containing PII. DCA requires the following for all items that should be physically secured.

- Access to documents containing PII is limited based on a legitimate business need for the information and document. Only CDBG-DR designated staff shall have access to PII. Sensitive documents shall not be left out when CDBG-DR staff is away from their desk.
- CDBG-DR staff must log off their computers and lock their desks and file cabinets at the end of the day.
- Access to PII shall be limited or not granted for any CDBG-DR staff with an actual or perceived conflict of interest.
- Documents containing PII must be disposed of appropriately when no longer required for the CDBG-DR purpose for which they were collected. Further details on disposal of records can be found below under Document Disposal.
- Documents containing PII should be stored in locked drawer or program file cabinets when not in use.
- Access-control to spaces containing CDBG-DR documents with keyed or electronic locks will be used if locked file cabinets are not in use. Access control may also be used in conjunction with locked file cabinets.
- Files are only to be removed from locked cabinets when in use.
- Keys to secure spaces are controlled and logged/assigned.
- Access Controls given out to staff are logged.
- Management is to review access controls, such as changing locks and combinations upon staff changes.
- CDBG-DR staff should notify sub-recipient management immediately if they see an unfamiliar person on or around any premises that store applicant PII.

Verbal Security

Sub-Recipient, contractor and vendor staff granted access to PII must exercise precautions when discussing PII.

- PII should not be shared with coworkers unless it is required for them to complete their job duties.
- Limit information when leaving voicemail to name of case manager and return phone number.
- No PII should be discussed in public places, such as waiting rooms, hallways, elevators, etc.

Electronic Transmission of PII

Examples of electronic transmission of PII, include, but are not limited to:

- E-mail, text, and instant messages
- Document(s) attached to an e-mail message
- File Transfer Protocol (FTP)
- General Web Services
- File Sharing Services
- Electronic Data Interchange (EDI)

If there is any question concerning the sensitive or non-sensitive nature of the PII, staff should contact the CDBG-DR Program Manager or other authorized sub-recipient official.

Methods of Safe Transmission of PII

Although the transmission of PII is strongly discouraged, there may instances when this type of information must be shared among program staff. If this situation arises during the administration of a CDBG-DR program, there are several methods considered acceptable when transmitting PII:

- Using encryption software to encrypt the sensitive PII before sending it electronically, e.g., as an e-mail attachment. The password key should be forwarded to the recipient in a separate e-mail from the attached file or mailed. (PKZip is not considered a valid solution due to the ability to "break" the encryption).
- Using an application designed to protect the transmission of sensitive PII, e.g., Web- based applications that use TLS1.0, secure file share, or secure file transfer applications such as Secure Shell File Transport Protocol (SFTP).
- Sending documents with sensitive PII by facsimile is permissible if the sender alerts the designated recipient that sensitive PII is being sent. The recipient must then verify by phone or e-mail that the information has been received.
- Transfer of information via secure web applications.
- Transfer of information via Virtual Private Network (VPN).
- FTP in conjunction with encryption unless secure/encrypted FTP protocols have been put into place.

In addition to the above listed protocols, anti-virus and anti-spyware programs on individual computers and on servers on the CDBG-DR network should be regularly run by agency.

Password Management

This policy also requires that CDBR-DR sub-recipient, contractors and/or vendor staff control access to sensitive information by requiring the use of "strong" passwords, i.e. a mix of letters, numbers, and characters.

Passwords to sub-recipient's CBDG-DR system(s) should be frequently changed.

In addition, this policy requires the following in the execution of CDBG-DR activities:

- Sharing passwords or posting them near CDBG-DR workstations is not permitted.
- Password-activated screen savers must be used to lock staff computers after a short period of inactivity.
- Users who don't enter the correct password within a designated number of logon attempts should be locked out of the CDBG-DR system.

Acceptable Methods for Disposal of CDBG-DR PII

This policy requires all CDBG-DR sub-recipient, contractor, and vendor staff to properly dispose of sensitive information so that it cannot be read or reconstructed. Acceptable disposal methods are as follows:

- Paper Shredding / shred boxes
- Burning
- Pulverizing
- Electronic Media- If the media cannot be physically destroyed like a CD or DVD, data wiping software that permanently removes the PII data from the storage device must be used
- CDs and DVDs can be shredded or burned

In order to effectively carry out these procedures the following must occur:

- Document shredders and/or shred boxes should be made available throughout the workplace, including near the photocopier.
- Disposal of computers and portable storage devices must include the use of software for securely erasing data and hard drive so that the files are no longer recoverable.

PII Security Practices of Program Contractors and Sub-recipients

All CDBG-DR contracts or grant agreements with DCA will require that all sub-recipients, contractors and vendors adopt and properly administer DCA's Sub-Recipient Procedures to Protect Personally Identifiable Information (PII) for CDBG-DR Programs policy. Failure to effectively carry out these policies or any breach of information may cause DCA to terminate the sub-recipient's contract or grant agreement. In addition, DCA requires that all sub-recipients, program contractors, and vendors maintain files and procedures regarding:

- Reference or background checks conducted prior to onboarding CDBG-DR staff who will have access to sensitive data.
- Staff review and acknowledgement of DCA's PII policy.

- Restricting access to CDBG-DR PII to a limited number of staff.
- Identification of staff with an actual or perceived conflict of interest. Identified staff shall not be granted access to information or PII that is the source of the conflict of interest.
- Zero tolerance policy related to the release of any applicant provided information without written consent of the applicant.
- PII Training provided to CDBG-DR sub-recipient, contractor, and vendor staff.
- Procedures in place for ensuring that CDBG-DR sub-recipient, contractor, or vendor staff who leave the project or employment no longer have access to sensitive information, i.e. timely termination of passwords, and collection of keys and identification cards as part of the out-processing routine.

DCA's Community Finance Division will conduct an initial monitoring of all CDBG-DR sub-recipients for compliance with these policies and procedures. In addition, PII security will be regularly monitored by DCA.

CDBG-DR PII Training

The DCA Community Finance Division will conduct broad level initial PII training for all CDBG-DR sub-recipient management staff. Sub-recipients will then be responsible for conducting PII training with all staff, including contractor and vendor staff, as necessary.

In addition to PII training, DCA requires:

- All CDBG-DR sub-recipient, contractors, and vendor staff must read this policy and acknowledge understanding of this document by affixing signature to Exhibit A: Protection of Personally Identifiable Information (PII) Policy Agreement.

- Any suspicious activity shall be immediately reported to sub-recipient management.

Compromises of PII Security

All compromises or potential compromises of PII security shall immediately be reported, by sub-recipient management staff, to the Director of the Community Finance Division in order to assess the situation and determine the appropriate action to be taken.

Joanie Perry Division Director, Community Finance Division 404-679-3173 Joanie.Perry@da.ga.gov

In addition, the following steps should be taken:

- Immediate investigation of the security incident and termination of any existing vulnerabilities or threats to personal information.
- Any compromised computer should be immediately disconnected from any CDBG-DR network.
- Suspension of access to physical or electronic information for any staff suspected of creating a breach of PII security.

The Director of the Community Finance Division will be responsible for notifying all appropriate DCA departments, affected applicants, and law enforcement agencies, as applicable. In addition, the Director will be responsible for the termination of any contracts or grant agreements as determined necessary.

Responsible Agency

The Sub-Recipient will be responsible for the administration and enforcement of DCA's Sub-Recipient Procedures to Protect Personally Identifiable Information (PII) for CDBG-DR Programs to ensure that all CDBG-DR sub-recipient, contractor, and vendor staff understand, acknowledge, and comply with the policy in order to adequately protect applicant PII. The Community Finance Division will be responsible for ensuring that all sub-recipient contracts and grant agreements contain references and strict adherence to these policies. In addition, the Community Finance Division will monitor all sub-recipients for compliance with PII requirements and provide training and technical assistance as necessary.

Protection of Personally Identifiable Information (PII) Policy Agreement

Certification Statement

I,____________________________, acknowledge that I have received, fully read, had the opportunity to ask questions, and fully understand DCA SUB-RECIPIENT PROCEDURES TO PROTECT PERSONALLY IDENTIFIABLE INFORMATION (PII) FOR CDBG-DR PROGRAMS POLICY concerning the protection of applicant PII for all CDBR-DR Programs. I agree to abide by the terms and conditions of the policies stated within. I also understand that the intentional or inadvertent release of applicant PII, without written permission by the applicant, may result in reassignment or termination of my employment.

Printed Name: ____

Signature: ____

Date: ________________

Bid Tabulation
RFP #COK 20-2005
3/4 Ton Pickup Trucks with Service Body
Tuesday, October 15, 2019

Vendor	Year	Make	Model	Delivery Cost	Total Cost (per vehicle)	ETA
Brannen Motor Company	2020	Ford	F 250	N/A	$28,990.00	90-120 Days
Nalley Brunswick Automobiles	2019	GMC	Sierra	N/A	$34,740.00	ASAP
Bennett Chevrolet						No Response
Bennett Chrysler Jeep Dodge						No Response
Murray Ford Kingsland						No Response
Wade Ford						No Response
Ginn Motor Company						No Response
Bartow Ford						No Response
Herlong Chevrolet Buick						No Response
Aikins Ford						No Response
Allan Vigil Ford						No Response
Hardy Chevrolet						No Response

Request for Proposal was advertised on City of Kingsland and GMA Websties

Bid Tabulation
Used Vehicle for Planning Zoning
Thursday, October 10, 2019

Vendor	Year	Make	Model	Mileage	Total Cost
Hertz Car Sales	2017	Jeep	Patriot Latitude SUV	67179	$11,499.00
Hertz Car Sales	2018	Chevrolet	Equinox LT SUV	43525	$14,997.00
Carvana	2018	Jeep	Renegade SUV	27359	$16,400.00
Enterprise Car Sales	2018	Ford	Escape SE SUV	31707	$17,198.00
Enterprise Car Sales	2018	Jeep	Compass Sport SUV	17949	$18,268.50

Phone Poll was conducted and approved by Councilmen: A. Blount, J. Galloway, and M. McClain.