

STANDARD FORM NUMBER 5

GEORGIA, DEKALB COUNTY

**FORMAT I – CDBG
ACQUISITION**

This CONTRACT, by and between DeKalb County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter sometimes referred to as the “COUNTY”), and the City of Brookhaven, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter sometimes referred to as (“CITY”)).

WITNESSETH:

I.

This CONTRACT shall begin on May 1, 2019 and end on April 30, 2020.

II.

The CITY agrees to perform the activities and comply with the requirements stated on Exhibit A, which is attached hereto and by reference made a part hereof.

III.

The CITY agrees to submit a budget acceptable to the COUNTY showing the planned expenditure of any funds to be received from the COUNTY and to maintain accurate records of the expenditure and disposition of such funds, such records to be in accordance with good accounting practices, and made available for inspection and audit by the COUNTY. The budget is identified as Exhibit B and is attached hereto and by reference made a part hereof.

IV.

The COUNTY designates the Director of DeKalb County Community Development Department as its point of contact, coordinator, and liaison person with CITY in the execution of the terms of this CONTRACT.

V.

The COUNTY agrees that it will pay to the CITY an amount not to exceed **One Hundred Five Thousand and No/100ths Dollars (\$105,000.00)** from the Community Development Block Grant Program (CDBG) funds. If the COUNTY receives any reduction in the CDBG funding during the life of this CONTRACT, the total cap paid under this CONTRACT shall automatically be reduced by the same percentage of reduction for the same period. However, in calculating the percentage of reduction to be applied to the total cap paid under this CONTRACT, the parties shall not use a time period exceeding one (1) fiscal year.

All payments will be made upon receipt of proper invoice submitted to the Community Development Director after performance of the services, rather than payments made in advance of services rendered.

VI.

The CITY shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the COUNTY. The CITY shall exonerate, indemnify, and save harmless the COUNTY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this CONTRACT or by

conditions created thereby or arising out of or any way connected with work performed under this CONTRACT and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of the CITY, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The CITY expressly agrees to defend against any claims brought or actions filed against the COUNTY where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

VII.

The CITY shall furnish the following along with contract documents sent to the COUNTY for execution.

- A. Certificate(s) of Insurance in companies doing business in Georgia and acceptable to DeKalb County covering:
 - 1. Statutory Worker's Compensation Insurance, or proof that the CITY is not required to provide such coverage under state law;
 - 2. Commercial Liability Insurance covering all operations and automobiles:
 - a. With limit of \$300,000 each occurrence for bodily injury -- general liability coverage, and with limits of \$100,000 each person and \$300,000 each occurrence -- automobile liability coverage.
 - b. With limit of \$100,000 Property Damage each occurrence -- general liability coverage and automobile liability coverage.
- B. Certificate(s) of Insurance must be executed in accordance with the following provisions:
 - 1. Certificate(s) to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this CONTRACT;
 - 2. Certificate(s) to contain the locations and operations to which the insurance applies;
 - 3. Certificate(s) to contain the CITY'S protective coverage for any Subcontractor's operations;

4. Certificate(s) to contain the CITY'S contractual insurance coverage;

5. Certificate(s) to be issued to:

DeKalb County, Georgia
The Maloof Center, Purchasing & Contracting
1300 Commerce Drive
Decatur, Georgia 30030

C. The CITY shall be wholly responsible for securing certificate(s) of insurance coverage as set forth above for all Subcontractors who are engaged in this work.

D. The CITY agrees to carry statutory Worker's Compensation Insurance and to have all Subcontractors likewise carry statutory Worker's Compensation Insurance, or provide proof that such coverage is not required under state law.

VIII.

Precedent to the execution of this CONTRACT and before the starting of any work, the CITY shall furnish to the COUNTY a Certificate of Insurance covering its Fidelity Bond in at least the total amount of this CONTRACT. Surety Company shall be acceptable to the COUNTY and licensed to do business in the State of Georgia.

IX.

The CITY shall comply with all federal laws and regulations governing the use of CDBG funds specifically including, without limitation, those requirements set forth in Subpart K of 24 CFR Part 570, 24 CFR 570.502, the circulars governing the program including Office of Management and Budget Circular Nos. A-110 and A-122, and other regulations that may be promulgated by the federal government and identified by the Community Development Director. A list of the current 24 CFR Part 570 regulations is attached hereto as Exhibit C. The CITY does not assume the COUNTY'S environmental responsibilities described at Section 570.604 nor the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Further, in accordance with the provisions of 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs; Final Rule and Notice, the CITY will comply with the regulations as they relate to activities that involve the acquisition of real property or the displacement of persons, or businesses including displacement caused by rehabilitation and demolition activities. The CITY will obtain approval from the COUNTY prior to initiating any such activities.

X.

If any program income is received by the CITY, it shall be returned to the COUNTY within thirty (30) days of its receipt. Any program income on hand when the CONTRACT expires, or received after the CONTRACT'S expiration, shall be paid to the COUNTY as required by 24 CFR § 570.503(b)(8). Upon expiration of this CONTRACT, the CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the CITY'S control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:

- (i) Used to meet one of the national objectives in 24 CFR § 570.503(b)(8) (formerly Section 570.901) until five years after expiration of the CONTRACT; or
- (ii) The CITY shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property.

During the term of this CONTRACT and until five years after the expiration of the CONTRACT, the CITY shall not change the planned use of the property improved with CDBG funds, including the beneficiaries of such use, unless specific written approval from the COUNTY is provided in advance of the change.

XI.

This CONTRACT may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any term, condition, or provision of this CONTRACT will be valid, or of any force or effect, unless made in writing, approved by the respective parties governing bodies, and properly executed by the parties authorized representatives. Renewal of this CONTRACT may be accomplished through the process of amendment or modification as provided for herein.

XII.

Notwithstanding any other CONTRACT provision, the COUNTY may **unilaterally** terminate this CONTRACT at any time, in whole or in part, with or without cause. The COUNTY will terminate by delivering to the CITY a Notice of Termination specifying the terms, extent, and effective date of termination. The effective date of termination, shall be at least thirty (30) days after the date of the Notice of Termination. Additionally, in accordance with 24 CFR 85.43, suspension or termination of the CONTRACT may occur if the CITY materially fails to comply with any term of this CONTRACT, and the CONTRACT may be terminated for convenience in accordance with 24 CFR 85.44.

The CITY may terminate the CONTRACT only upon written approval from the COUNTY. The CITY must provide the COUNTY with a written thirty (30) day notice of intent to terminate.

If the CONTRACT is terminated as provided herein, and if any funds have been expended by the COUNTY in accordance with this CONTRACT, the COUNTY will provide the CITY a written termination plan that identifies any funds that must be paid back to the COUNTY and any written obligations which must be satisfied by the CITY pursuant to the CONTRACT prior to

termination of the CONTRACT. The specific requirements of the termination plan shall be in accordance with this CONTRACT and shall be at the sole discretion of the COUNTY.

XIII.

For the purposes of this CONTRACT, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:

CITY

City of Brookhaven
Brookhaven City Hall
4362 Peachtree Rd NE
Brookhaven, GA 30319

COUNTY

DeKalb County, Georgia
The Maloof Center, Purchasing & Contracting
1300 Commerce Drive
Decatur, Georgia 30030

XIV.

It is the intent of the parties that nothing contained herein shall be interpreted to assign to the CITY any status under this CONTRACT other than that of an independent contractor.

XV.

This CONTRACT shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this CONTRACT shall be brought in the courts of DeKalb County, Georgia.

XVI.

The CITY agrees that the validity, interpretation, all rights, and all obligations hereto shall be governed, controlled and defined by and under the laws of the State of Georgia.

XVII.

CONTRACTOR and Subcontractor Evidence of Compliance

(1) Pursuant to O.C.G.A. § 13-10-91, County contracts for the physical performance of services within the state of Georgia shall include the following provisions:

a. compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02¹ are conditions of this contract;

b. CITY shall specify which one of the three statutory employee-number categories applies as identified in O.C.G.A. § 13-10-91, “500 or more employees,” “100 or more employees,” or “fewer than 100 employees.” CITY shall check, initial or otherwise affirmatively indicate the employee-number category applicable to the contractor; and

c. CITY agrees that, in the event the CITY employs or contracts with any subcontractor(s) in connection with the covered contract, the CITY will secure from the subcontractor(s) such subcontractor(s)’ indication of the employee-number category applicable to the subcontractor; and

d. CITY shall comply with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 and shall attest by the execution of the contractor affidavit as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document shall be attached to, and become a part of, the covered contract. Contractor Affidavit and Agreement is hereto attached as Exhibit D and incorporated herein by reference.

(2) Pursuant to O.C.G.A. § 13-10-91, the CITY agrees that, in the event the CITY employs or contracts with any subcontractor(s) in connection with the covered contract, the CITY will secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A.

§ 13-10-91 and Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the County at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement. Subcontractor Affidavit and Agreement is hereto attached as Exhibit E and incorporated herein by reference.

(3) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavits related thereto, shall be open for public inspection in this state at reasonable times during normal business hours.²

(4) The County will certify its registration and participation in the EEV / Basic Pilot Program (or other applicable federal work authorization program) by transmitting a copy of all documents required for the County's registration and participation in such program, including a fully executed copy of the required Memorandum of Understanding and the EEV / Basic Pilot Program User Identification Number, to the County's agency head or to an individual designated by the agency head to receive such certification.³

XVIII.

In the event any provision of this CONTRACT is held to be unenforceable for any reason, the remainder of the CONTRACT shall be in full force and effect and enforceable in accordance with its terms.

XIX.

Without regard to any designation made by the person or entity entering this Agreement, DeKalb County considers all information submitted in response to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq., after contacting the person or entity making the submission, unless a court order is presented with the CONTRACT.

XX.

It is agreed between the COUNTY and the CITY that the CONTRACT shall be executed in three (3) originals, any one of which may be used for any purpose.

[Signatures continue on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the day and date hereinabove written.

CITY OF BROOKHAVEN

DEKALB COUNTY, GEORGIA

By:  (SEAL)

Signature

John Ernst

Name (Typed or Printed)

Mayor

Title


46-156295

Federal Tax I.D. Number

by Dir. (SEAL)

Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

ATTEST:



Signature

Susan Hiott

Name (Typed or Printed)

City Clerk

Title

ATTEST:

BARBARA H. SANDERS-NORWOOD, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:



DeKalb County Department Director

28 MARCH 2019

APPROVED AS TO FORM:



County Attorney Signature

TERRI N. GORDAN

County Attorney Name (Typed or Printed)

**City of Brookhaven, Georgia
Lynwood Park ADA Renovation Project**

Exhibit A

Statement of Services

The City of Brookhaven, Georgia (hereafter known as the "CITY") agrees to make ADA improvements to the Lynwood Park Recreation Center at 3360 Osborne Road, Atlanta, GA 30319. The CITY will renovate an underutilized kitchen as well as the existing men and women's restrooms to make the center more accessible to individuals with disabilities. The renovation of project shall include, but not be limited to the:

- Installation of one (1) ADA toilet and toilet compartment in each men's and women's restroom.
- Install one (1) ADA compliant urinal in the men's restroom
- Installation of one (1) ADA toilet in the family restroom
- Install a baby changing station in the new family restroom
- Modify all sinks for ADA compliance
- Install ADA compliant water fountains

The CITY further agrees to comply with the terms outlined in items 1 through 10 and to maintain the necessary documentátion. The City will submit the information set forth below to the Community Development Department Director for approval prior to action, implementation, or reimbursement for related services.

1. The City's Procurement Plan that specifically outlines the procedures to be followed in the bid solicitation process and in the selection of the winning bidder. The project must be publicly advertised under a sealed bid process and the bidding process must be open and competitive. Should the bid be awarded on any criteria other than lowest bid, a definition of those criteria should be provided. The negotiation process to be followed in the event all responsive bids come in higher than estimated should also be outlined in this Plan. This must be submitted prior to soliciting bids. Construction bid documents must be approved prior to advertising.
2. A complete copy of the bid package to be provided to prospective bidders must be submitted prior to soliciting bids. The Community Development Department will provide copies of required Davis-Bacon materials, Section 3 requirements, and other federal requirements to be incorporated into the bid package.
3. The names of all contractors and subcontractors that submitted bids and were recommended for award of the construction services contract. The selected contractor must not be on HUD's List of Parties Excluded from Federal

Procurement or Non-procurement Programs. This must be submitted prior to entering into any contracts with the successful bidders. Eligibility verification should be made at <https://www.epls.gov>.

4. A copy of the proposed contract for construction services which outlines all services to be rendered, schedules for completion, and estimated costs within approved budget to complete the project for review prior to execution.
5. A copy of the executed contract for construction services with contract specifications to the Community Development Department.
6. Any proposed contract amendments or change orders affecting the scope or cost of the work to be performed that exceeds the pre-approved budget, which includes CDBG funds, shall be the responsibility of the CITY. Community Development Department will not be responsible for costs in excess of the approved contract amount.
7. The CITY shall agree to maintain the community park and adjacent park amenities in a manner that complies with all Federal, State, City, and County codes for a minimum of ten (10) years utilizing non-CDBG resources.
8. Provide reports on all CITY activities related to this contract as requested by the Community Development Director. A copy of all final executed contracts, agreements, and change orders, and documentation of all expenses relating to the use of Community Development Block Grant funds shall be submitted with the request for reimbursement.
9. On a monthly basis, provide the Section 3 Reporting Form (HUD 60002) describing all activities undertaken by the Agency to address the Section 3 guidelines. This narrative should identify any new hires and/or individuals trained at the City who meet the definition of a Section 3 resident. A Section 3 resident is defined as a public housing resident or a low- or very low-income resident of the County. The format to be used is attached to this Exhibit A.
10. Provide as requested any additional reports or information necessary to meet project requirements as determined and requested by the Community Development Department.

If the CITY fails to comply with this requirement, the CITY agrees to reimburse all Community Development Block Grant funds or an amount proportional to the time of noncompliance as solely determined by the County.

**City of Brookhaven
Lynwood Park ADA
Budget Summary
Exhibit B**

<u>Cost Category</u>	<u>Budget</u>
The Lynwood Park ADA compliance renovation project will consist of the renovation of the facility as well as the installation of ADA compliant toilets in the existing men and women's restrooms make the center more accessible to individuals with disabilities.	\$105,000
Total	<hr/> \$105,000

Community Development Block Grant funds in the amount of \$105,000 shall be used by the City of Brookhaven for services related to park improvements at Lynwood Park. Funds will be reimbursed to the CITY upon receipt and approval by Community Development Department of the necessary documentation to support expenditures.

CERTIFICATE OF CORPORATE RESOLUTION

I, Susan Hiott, certify the following:

That I am the appointed and authorized City Clerk of the City of Brookhaven (hereinafter referred to as the "CITY"), a CITY a municipal corporation duly and legally created by the General Assembly of the State of Georgia,

That said CITY has, through lawful resolution of the City Council of the CITY, duly authorized and directed John Ernst, in his official capacity as Mayor of the CITY, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

The purpose of this project is to provide necessary funds for the completion of ADA improvements to the Lynwood Park Recreation Center at 3360 Osborne Road, Atlanta, GA 30319. The CITY will renovate an underutilized kitchen as well as the existing men and women's restrooms to make the center more accessible to individuals with disabilities.

That the foregoing Resolution of the City Council has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal.

This the 26th day of Feb, 2019.


Secretary (CORPORATE SEAL)

EXHIBIT C

Summary of Part 570

Community Development Block Grants

Part 570 - Community Development Block Grants

Subpart A - General Provisions

Section	Title
<u>570.1</u>	Purpose and Primary Objective
<u>570.2</u>	Removed
<u>570.3</u>	Definitions
<u>570.4</u>	Allocation of Funds
<u>570.5</u>	Waivers

Subpart B - [Reserved]

Subpart C - Eligible Activities

Section	Title
<u>570.200</u>	General policies
<u>570.201</u>	Basic eligible activities
<u>570.202</u>	Eligible rehabilitation and preservation activities
<u>570.203</u>	Special economic development activities
<u>570.204</u>	Special activities by Community-Based Development Organizations (CBDOs)
<u>570.205</u>	Eligible planning, urban environmental design and policy-planning- management-capacity building activities
<u>570.206</u>	Program administration costs
<u>570.207</u>	Ineligible activities
<u>570.208</u>	Criteria for national objectives
<u>570.209</u>	Guidelines for evaluating and selecting economic development projects

Subpart D - Entitlement Grants

Section	Title
<u>570.300</u>	General
<u>570.301</u>	Activity locations and float-funding
<u>570.302</u>	Submission requirements
<u>570.303</u>	Certifications
<u>570.304</u>	Making of grants
<u>570.307</u>	Urban counties
<u>570.308</u>	Joint requests
<u>570.309</u>	Restriction on location of activities

Subpart E - Special Purpose Grants

Section	Title
<u>570.400</u>	General
<u>570.401</u>	Community adjustment and economic diversification planning assistance
<u>570.402</u>	Technical assistance awards
<u>570.403</u>	New Communities
<u>570.404</u>	Historically Black colleges and universities program
<u>570.405</u>	The insular areas
<u>570.406</u>	Formula miscalculation grants
<u>570.410</u>	Special Projects Program

- 570.411 Joint Community Development Program
- 570.415 Community development work study program
- 570.416 Hispanic-serving institutions work study program

Subpart F - Small Cities Program

- | Section | Title |
|----------------|--|
| <u>570.420</u> | General |
| <u>570.421</u> | New York Small Cities Program Design |
| <u>570.422</u> | Applications from joint applicants |
| <u>570.423</u> | Application for the HUD-administered New York Small Cities Grants |
| <u>570.424</u> | Grants for imminent threats to public health and safety |
| <u>570.425</u> | HUD review and actions on applications for New York State applicants |
| <u>570.426</u> | Program income |
| <u>570.427</u> | Program amendments |
| <u>570.428</u> | Reallocated funds |
| <u>570.429</u> | Hawaii general and grant requirements |
| <u>570.430</u> | Hawaii program operation requirements |
| <u>570.431</u> | Citizen participation |
| <u>570.432</u> | Repayment of section <u>108</u> loans |

Subpart I - State Community Development Block Grant Program

- | Section | Title |
|----------------|---|
| <u>570.480</u> | General |
| <u>570.481</u> | Definitions |
| <u>570.482</u> | Eligible activities |
| <u>570.483</u> | Criteria for national objectives |
| <u>570.484</u> | Overall benefit to low and moderate income persons |
| <u>570.485</u> | Making of grants |
| <u>570.486</u> | Local government requirements |
| <u>570.487</u> | Other applicable laws and related program requirements |
| <u>570.488</u> | Displacement, relocation, acquisition, and replacement of housing |
| <u>570.489</u> | Program administrative requirements |
| <u>570.490</u> | Recordkeeping requirements |
| <u>570.491</u> | Performance and evaluation report |
| <u>570.492</u> | State's reviews and audits |
| <u>570.493</u> | HUD's reviews and audits |
| <u>570.494</u> | Timely distribution of funds by states |
| <u>570.495</u> | Reviews and audits response |
| <u>570.496</u> | Remedies for noncompliance; opportunity for hearing |
| <u>570.497</u> | Condition of State election to administer State CDBG Program |

Subpart J - Grant Administration

- | Section | Title |
|----------------|--|
| <u>570.500</u> | Definitions |
| <u>570.501</u> | Responsibility for grant administration |
| <u>570.502</u> | Applicability of uniform administrative requirements |

- 570.503 Agreements with subrecipients
- 570.504 Program income
- 570.505 Use of real property
- 570.506 Records to be maintained
- 570.507 Reports
- 570.508 Public access to program records
- 570.509 Grant closeout procedures
- 570.510 Transferring projects from urban counties to metropolitan cities
- 570.511 Use of escrow accounts for rehabilitation of privately owned residential property
- 570.512 [Reserved]
- 570.513 Lump sum drawdown for financing of property rehabilitation activities

Subpart K - Other Program Requirements

Section Title

- 570.600 General
- 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063
- 570.602 Section 109 of the Act
- 570.603 Labor standards
- 570.604 Environmental standards
- 570.605 National Flood Insurance Program
- 570.606 Displacement, relocation, acquisition, and replacement of housing
- 570.607 Employment and contracting opportunities
- 570.608 Lead-based paint
- 570.609 Use of debarred, suspended or ineligible contractors or subrecipients
- 570.610 Uniform administrative requirements and cost principles
- 570.611 Conflict of interest
- 570.612 Executive Order 12372
- 570.613 Eligibility restrictions for certain resident aliens
- 570.614 Architectural Barriers Act and the Americans with Disabilities Act

Subpart M - Loan Guarantees

Section Title

- 570.700 Purpose
- 570.701 Definitions
- 570.702 Eligible applicants
- 570.703 Eligible activities
- 570.704 Application requirements
- 570.705 Loan requirements
- 570.706 Federal guarantee; subrogation
- 570.707 Applicability of rules and regulations
- 570.708 Sanctions
- 570.709 Allocation of loan guarantee assistance
- 570.710 State responsibilities

Subpart N - Urban Renewal Provisions

Section Title

<u>570.800</u>	General
<u>570.801</u>	Payment of the Cost of Completing a Project
<u>570.802</u>	Repayment of Temporary Loans
<u>570.803</u>	Financial Settlement of Projects
<u>570.804</u>	Application for Approval of Financial Settlement

Subpart O - Performance Reviews

Section	Title
<u>570.900</u>	General
<u>570.901</u>	Review for compliance with the primary and national objectives and other program requirements
<u>570.902</u>	Review to determine if CDBG funded activities are being carried out in a timely manner
<u>570.903</u>	Review to determine if the recipient is meeting its consolidated plan responsibilities
<u>570.904</u>	Equal Opportunity and Fair Housing Review Criteria
<u>570.905</u>	Review of continuing capacity to carry out CDBG funded activities in a timely manner
<u>570.906</u>	Review of urban counties
<u>570.907</u> – <u>570.909</u>	[Reserved]
<u>570.910</u>	Corrective and remedial actions
<u>570.911</u>	Reduction, withdrawal, or adjustment of a grant or other appropriate action
<u>570.912</u>	Nondiscrimination compliance
<u>570.913</u>	Other remedies for noncompliance

Authority: Title I, Housing and Community Development Act of 1974, as amended (42 U.S.C. 5300-5320); sec. 7(d), Department of Housing and Urban Development Act (42 U.S.C. 3535(d)).

Content updated August 26, 2002

U.S. Department of Housing and Urban Development
 451 7th Street S.W., Washington, DC 20410
 Telephone: (202) 708-1112 TTY: (202) 708-1455

**Exhibit D
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or CITY which is contracting with DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program*¹ [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, then the contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08² or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, at the time the subcontractor(s) is retained to perform such service.

628379

Employment Eligibility Verification Program (EEV)/
Basic Pilot Program* User Identification Number

55412

DeKalb County EEV Basic Pilot
Program* User Identification
Number

Christian Sigman

BY: Authorized Officer or Agent
(Contractor Name)

2-26-19

Date

City Manager

Title of Authorized Officer or Agent of Contractor

Christian Sigman

Printed Name of Authorized Officer or Agent

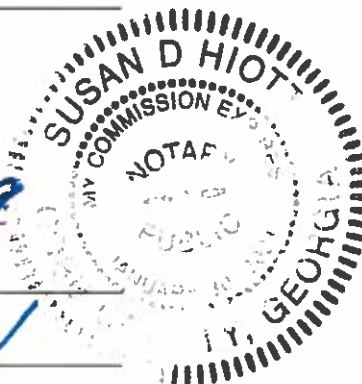
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

26th DAY OF Feb., 2019

Susan Hiott

Notary Public

My Commission Expires: 1-30-21



* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

² See, O.C.G.A. § 13-10-90; O.C.G.A. § 13-10-91; Rules of Georgia Department of Labor, "Georgia Security and Immigration Compliance Act" of 2006; Rule 300-10-1-07, and Rule 300-10-1-.08.

Exhibit E
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Name of Contractor) on behalf of DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program*² [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

Employment Eligibility Verification Program (EEV)/
Basic Pilot Program* User Identification Number

55412

DeKalb County EEV Basic Pilot
Program* User Identification
Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

___ DAY OF _____, 200__

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

DRAFT

DEKALB COUNTY HUD BUDGET SUMMARY

JANUARY 1, 2017 – DECEMBER 31, 2017

I. 2017 CDBG Allocation		\$4,746,548
Projected CDBG Program Income		
Housing Rehab Revolving Loan Fund	\$ 30,352	
Economic Development Revolving Loan Fund for Small Businesses	<u>\$271,086</u>	
	\$301,438	
Total CDBG		\$5,047,986
II. 2017 HOME Allocation		\$1,633,075
HOME Program Income		
HOME Multi-Family Loan Repayments	\$1,944,591	
Total HOME		\$3,577,666
III. 2017 ESGP Allocation		\$ 426,683
IV. Grand Total		<u>\$9,052,335</u>

Program Income Information

<u>HOME Program Income Sources</u>	<u>Amount</u>	<u>Disposition</u>
HOME Multi-Family Loan Repayment	\$1,944,591	HOME Investment Trust Account
Total HOME Program Income Sources	\$1,944,591	
<u>CDBG Program Income Sources</u>	<u>Amount</u>	<u>Disposition</u>
Housing Authority of DeKalb County	\$30,352	Housing Repair Program
DEBCO Economic Development Revolving Loan Fund for Small Businesses	\$271,086	Economic Development Revolving Loan Fund
Total CDBG Program Income Sources	\$301,438	

Program Policy for Program Income

1. Twenty percent of CDBG Program Income will be used for Planning and Administration. Up to 15% may be used for Public Service activities as outlined in the budget. The remaining balance will be used for other eligible activities.
2. Ten percent of the HOME Program Income will be used for Planning and Administration.
3. CDBG regulations require program income to be used before Treasury funds are expended. Program Income will be used for any approved eligible activity as outlined in the 2014-2018 Consolidated Plan.
4. If more program income revenue is received than anticipated for any activity, the additional funds will be appropriated to activities indicated in this policy.
5. The designated entity that the County contracts with to manage the Economic Development Revolving Loan Fund may retain the program income for approved loans programs for small businesses in DeKalb or return the funds to the County. The County must approved the loan fund programs that utilize County funds and program income generated from repayment of loans that were made with County funds.
6. If we receive any recaptured HOME funds, they will be deposited into the Local HOME Trust Account and used for additional HOME eligible activities.
7. Program income receipts may vary widely from amounts projected due to any number of unanticipated factors. Regardless of the amount received, the Consolidated Plan will not need to be amended unless the funds are used for activities not outlined in the 2014-2018 Consolidated Plan or other approved eligible activities.

DRAFT
COMMUNITY DEVELOPMENT BLOCK GRANT
2017 BUDGET SUMMARY
January 1, 2017 – December 31, 2017

2017 ALLOCATION – \$4,746,548

1. PUBLIC FACILITIES IMPROVEMENTS **\$1,780,000**

A. Fire Station #7 Design and Construction -	\$650,000
B. Tobie Grant Recreation Center Construction -	\$500,000
C. East DeKalb Senior Center Bruce St. Replacement	\$200,000
D. City of Brookhaven ADA Park Improvement /Housing Study -	\$105,000
E. City of Clarkston Sidewalk Project	\$120,000
F. FODAC Facility Renovation Project	\$205,000

2. LOAN/BOND REPAYMENT **\$774,000**

- A. HUD Section 108 Loan Repayment – Estimated annual repayment amount
- \$774,000 (See additional CDBG recommendation #1)

3. ECONOMIC DEVELOPMENT **\$215,000**

- A. Urban League-DeKalb Small Business Micro-Enterprise Training Program - \$90,000
- B. ACE Revolving Loan Fund for Small Business - \$125,000

PUBLIC SERVICES

COC/Homelessness/Assistance

4.	Africa's Children's Fund, Inc.	\$23,400
5.	CoC Coordinated Entry Grant Match	\$25,400
6.	Drug /Mental Health Court Housing Program	\$68,700
7.	Furniture Bank of Metro Atlanta, Inc.	\$15,353
8.	Jerusalem House, Inc.	\$30,400
9.	Latin American Association, Inc.	\$23,400
10.	St. Jude's Recovery Center	\$42,400
11.	TBRA Case Management	\$25,400

Financial Literacy

12.	New American Pathways	\$23,400
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Housing Counseling/Home Ownership

13.	Atlanta Legal Aid Society, Inc.	\$60,400
14.	Center for Pan Asian Community Services, Inc.	\$23,400
15.	Green Forest CDC, Inc.	\$23,400
16.	Metro Fair Housing Services, Inc.	\$42,000

Sustainable Neighborhoods

17.	Implementation of DSNI (Individual Clusters)	\$50,000
	*Columbia Sustainable Initiative (\$10,000)	
	*Cross Keys – CPACS, Inc. (\$10,000)	
	*McNair – Habitat for Humanity – DeKalb (\$10,000)	
	*Towers – Partners in Action for Healthy Living, Inc. (\$10,000)	
	*Expansion of DSNI (\$10,000)	

Youth/Child Development

18.	Our House, Inc.	\$75,400
19.	Scottdale Early Learning, Inc.	\$23,400
20.	The Sheltering Arms, Inc.	\$23,400
21.	Youth Vouchers Set-Aside/Youth Programs	\$100,000

SUBTOTAL¹ \$699,253

¹ Amount cannot exceed 15% of the 2017 allocation of \$4,746,548 (\$711,982).

HOUSING ACTIVITIES

26. Tuscany Village Housing Services	\$30,000
27. Special Purpose Housing Repair Program	\$200,400
28. Demolition Complaint In-Rem	\$100,000

SUBTOTAL **\$330,400**

PLANNING AND PROGRAM ADMINISTRATION²

Community Development Administration **\$947,895**

TOTAL CDBG **\$4,746,548**

² Amount cannot exceed 20% of the 2017 allocation of \$4,746,548 (\$948,309).

ADDITIONAL CDBG RECOMMENDATIONS

1. **Section 108 Loan Program** – The Community Development Department will consider the use of Section 108 Loan Program to finance the building of large scale eligible Capital Improvement Projects. The mechanism for repayment of these projects will be from the County General Fund and not CDBG funds. Specific projects include:
 - Tobie Grant Intergenerational Recreation Center
 - Bruce Street Senior Center renovation or replacement project
 - Construction of a New Senior Center in District 4
 - Fire Station Number 7 construction project

2. The following projects are a part of the 2014-2018 Consolidated Plan. If funds are available, these projects listed below will move forward in accordance with the County's priorities.
 - a. The Art Station Facility – Replacement of the existing roof on a County owned facility - \$273,000 (Since 2012)
 - b. Clarkston Community Center, Inc. – Assist in the completion of the renovation of the existing facility, leveraging other funds – \$628,060. Consideration of funding for the Clarkston Community Center facility expansion is contingent upon the agency's leveraging of \$628,060 through private foundation contributions and/or fundraising efforts. Based on the current funding level, we do not anticipate any HUD funding for this project in the immediate future. (Since 2012)
 - c. DeKalb Atlanta Senior Center – Possible acquisition or addition for the DeKalb Atlanta Center which is the first and oldest center in the County.

3. The Community Development Department Director may approve interchanging the use of HOME and CDBG funds, and ESG and CDBG funds, for projects as long as all program eligibility standards are met.

4. Any additional funding received may be used to assist with further implementation of the strategies outlined in the Quality of Life Plans (developed by the four clusters participating in the DeKalb Sustainable Neighborhoods Initiative) and/or actions that will focus on the five elements (Literacy, Job Readiness, Housing, Transportation or other Social Services) as defined in the PHLOTES report. Both initiatives will provide benefit to low and moderate income families in these areas.

5. CDBG funds will be used for any approved eligible activity as outlined in the 2014-2018 Consolidated Plan. Because CDBG regulations require program income to be used before Treasury funds are expended, flexibility with obligating program income is needed in order to comply with the HUD regulations.

6. The DeKalb County Community Development Department is authorized to reallocate funding of prior year projects that are no longer feasible or needed. Reallocating previously funded projects will allow for other approved projects to utilize prior year or current year funds. Through the reallocation process, the Community Development Department is allowed to utilize/reallocate funds immediately to ensure compliance with HUD guidelines and regulations.

7. The DeKalb Performing Arts and Community Center was financed with bonds issued by The DeKalb Development Authority and other approved sources, including CDBG funds. The primary resource for the repayment is the designated rental car tax revenue. CDBG and other County resources will be utilized as backup resources if the rental car tax revenue is not sufficient to pay the debt. There is no funding gap anticipated for the 2017 payment. If there is a need, the CDBG funds will be used to pay for a portion of the remaining balance of the bond repayment up to the allowed maximum. The 2017 CDBG funding gap is estimated to be approximately \$200,000 pending the total generated by rental car tax revenues, subject to the total rental car taxes received. Funds needed may also come from the Public Facilities Improvements/Economic Development/Housing set-asides. The Community Development Director will identify sources from eligible categories and transfer funds to the Finance Department to make the payments.
8. The funding for the construction of the North DeKalb Community Center, the South DeKalb Community Center, and the Central DeKalb Senior Center is an approved HUD Section 108 Loan Guarantee and available CDBG resources, including prior years funding. The remaining Section 108 principle loan amount is approximately \$10.2 Million with an amortization period of 20 years (2011-2030), at an estimated interest rate of 2%. The annual loan repayment amount will be approximately \$800,000.
9. The Community Development Department will work with the Infrastructure Group to construct Fire Station #7. The County will go through the RFP process for A&E services and construction. As additional funds become available in 2017 and/or 2018, the Community Development Department would like to move forward to complete Fire Station #7.
10. If funds are available in the Public Services Category, they may be used to assist with providing services to fill the services gap in the DeKalb Continuum of Care for the Homeless and meet other needs in DeKalb neighborhoods. The DeKalb County Community Development Department will collaborate with DeKalb County Continuum of Care representatives and other service providers to identify and prioritize service gaps.
11. While adhering to the approved process for committing HOME funds to multi-family projects in 2007, we committed \$310,000 to the Tuscan Village Apartments project as part of the project's tax credit application. We later determined that a better funding approach was to use CDBG funding for the housing services portion of the project and HOME funds for the development of units. The County amended its commitment agreement and authorized the use of CDBG funds not to exceed \$30,000 per year (totaling \$300,000 for years 2009 – 2018 toward housing services) and HOME funds (with a one-time commitment of \$10,000) for unit development. These funds leveraged the affordable housing tax credits used to rehabilitate the 144 unit development. The total cost of the project was \$14,790,000.
12. At the direction of the Community Development Department Director, CDBG funds may be used to fulfill any eligible match requirements that are associated with ESG and/or CoC funding.
13. The Community Development Department Director is authorized to designate CDBG funds to an agency to administer case management services for the Tenant Based Rental Assistance Program.
14. The Community Development Department Director is authorized to designate CDBG funds to an agency to administer case management services for the Continuum of Care Coordinated Intake.

**HOME INVESTMENT PARTNERSHIPS PROGRAM - BUDGET SUMMARY
JANUARY 1, 2017 – DECEMBER 31, 2017**

2017 HOME Allocation \$1,633,075

31. HOME Program Administration (10% Set-Aside)	\$163,307
32. HOME CHDO Projects (15% Set-Aside)	\$244,961
33. HOME CHDO Operating (5% Set-Aside)	\$81,653
34. HOME-Eligible Projects	\$1,143,154
35. HOME Program Income	\$1,944,591

The Community Development Department will use its HUD HOME Investment Partnership Program Allocation and Program Income to provide assistance to projects as shown below:

1. Loans to developers for the development of affordable housing;
2. Funding to organizations that satisfy the HUD Community Housing Development Organization (CHDO) requirements. Funding may be used for the development of single-family and/or multi-family affordable housing within DeKalb County. The County will allocate funds to CHDOs through a CHDO application process;
3. Funding to organizations for tenant-based rental assistance for special for at-risk, homeless and/or special populations. Organizations may include, but are not limited to Housing Authorities, Chris180, and Veterans Empowerment Organization.
4. Funding to assist in the development of transitional housing for at-risk, homeless, and/or special populations.

TOTAL HOME ALLOCATION **\$ 3,577,666**

NOTES:

1. During 2017, the County will commit at least 15% of its 2015 HOME allocation for the acquisition and/or rehabilitation of specific, eligible homebuyer properties to be owned, developed or sponsored by qualified Community Housing Development Organizations (CHDOs). Funds in excess of the 15% minimum, may be committed if specific, eligible properties are identified and HOME funds are available. The County may allocate up to 5% (\$82,422) of its HOME allocation to eligible CHDOs for the operation of the CHDO.
2. In addition to committing a minimum of 15% of our 2015 HOME allocations (\$246,266) to CHDOs in 2017, the County may commit funds to CHDOs from its 2015 allocation for the acquisition and/or rehabilitation of specific, eligible homebuyer properties or multi-family rental properties to be owned, developed or sponsored by qualified Community Housing Development Organizations (CHDOs). Funds in excess of the 15% minimum, may be committed if specific, eligible properties are identified and HOME funds are available. The County may allocate up to 5% (\$82,422) of its HOME allocation to eligible CHDOs for the operation of the CHDO. CHDOs will be selected during open application/certification processes. Selection may occur once or multiple times per year.
3. In order to provide maximum flexibility in allocating HOME funds, the County only includes eligible categories of funding in the 2014-2018 Consolidated Plan rather than specific projects. The figures do not include prior year funds that may be available for these projects or program income that was received later in 2016 or in 2017. If there is an increase in the HOME allocation and more CHDO funds are available, the funds will be designated for eligible uses as determined by the Community Development Department Director and the approval of the Chief Executive Officer.
4. The County works closely with the DeKalb Housing Authority in the administration of its CDBG, HOME, NSP1 and NSP3 Program activities related to the development and implementation of affordable housing assistance programs and projects. The Housing Authority acts as an agent and sub-recipient on a number of HOME activities. Many of these activities are undertaken through the County's ongoing contract with the Housing Authority and are developed and implemented in accordance with the program descriptions executed by the Housing Authority Executive Director and the Community Development Department Director. The County may work with the DeKalb Housing Authority or other approved entities. The following is a listing of potential activities that may be undertaken by the County with HOME funds in the upcoming program year and details outlining how they may be administered.
 - a. Implementation services for single-family, owner occupied housing rehabilitation projects may be provided by the Community Development Department, the Housing Authority (through its contract with the County), or another for profit or non-profit organization (through a contract process).
 - b. Unless otherwise approved, all multi-family projects will be implemented under the Housing Authority's contract with the County following a competitive application process and thorough review of the project for compliance with the County's underwriting guidelines as outlined in the HOME application package. This includes multi-family developments using CHDO funds. The Community Development Department Director is authorized to commit funding amounts and determine loan terms for these projects.
 - c. Tenant-based Rental Assistance programs may be administered by the Housing Authority under its contract with the County or by other approved entities through separate agreements.

- d. When the County pursues additional affordable housing initiatives in Scottdale and other communities, the County will partner with the DeKalb Housing Authority and/or other entities on development activities.
5. The Community Development Department Director may approve interchanging the use of CDBG, HOME, NSP 1, and NSP 3 funds for projects as long as all program eligibility standards are satisfied.
6. The County will consider Tenant-based Rental Assistance on special initiatives consistent with the needs identified by the DeKalb Continuum of Care or special needs that may be identified by the County.
7. The Community Development Department Director shall provide comments and letters of support to the Georgia Department of Community Affairs regarding Tax Credit applications or to other entities regarding potential funding for applicants.
8. The Community Development Department will work with the County Departments and the community to identify and prioritize distressed multi-family properties in the County and develop collaborative strategies to improve them.
9. In an effort to stabilize neighborhoods, prevent and/or reduce blight, and increase the availability of standard, affordable housing, the County may acquire, demolish, and/or redevelop substandard apartment complexes or single family residences using CDBG, HOME, NSP 1, NSP 3, Program Income, and other funds.
10. If funds are available in the Public Services category or other eligible categories, they may be used to assist in providing services to fill the services gap in the DeKalb Continuum of Care for the Homeless. The County will collaborate with DeKalb CoC representatives and other providers to determine areas of need.

**EMERGENCY SOLUTIONS GRANTS PROGRAM - BUDGET SUMMARY
JANUARY 1, 2017 – DECEMBER 31, 2017**

2017 Allocation \$426,683

AGENCY	Rapid Re-Housing	Street Outreach	Emergency Shelter Operations & Services	Homeless Prevention	HMIS	Total Recommended
35. Breakthru House, Inc.			\$10,000			\$10,000
36. Decatur Cooperative Ministry, Inc.	\$62,000		\$52,000	\$35,000		\$149,000
37. Living Room				\$7,000		\$7,000
38. HMIS/Travelers Aid/DCA					\$25,000	\$25,000
39. Safe Haven Transitional, Inc.			\$10,000			\$10,000
40. Salvation Army Metro Area Command	\$15,590		\$54,000	\$30,000		\$99,590
41. Rebecca's Tent			\$9,411			\$9,411
42. Traveler's Aid / HOPE Atlanta	\$18,682	\$40,000	\$10,000	\$16,000		\$84,682
43. Local Admin						\$ 32,000
TOTAL	\$96,272	\$40,000	\$145,411	\$88,000	\$25,000	\$426,683

*The Emergency Solutions Grants program was previously known as the Emergency Shelter Grants Program.

Activity	Maximum Eligible Expenditures	Proposed
Emergency Shelter + Street Outreach* (60% Cap)	\$256,009	\$185,411
Administrative Costs (7.5% Cap)	\$32,001	\$32,000

OTHER RECOMMENDATIONS AFFECTING EMERGENCY SOLUTIONS GRANTS PROGRAM PROVIDERS

1. HUD requires a 7.5% cap on the funds for Administration, and a 60% cap on Emergency Shelter + Outreach. There is no cap on any other component.

2. Representatives from the DeKalb County Continuum of Care (CoC) are assessing services to determine gaps and establish new DeKalb County priorities for serving the homeless population. The Community Development Department Director is authorized to make the required funding changes to fill service gaps, align ESG funding with newly formed priorities, and satisfy HUD's guidelines and regulations. Changes may include funding agencies that are not shown in the 2017 allocation but have been recommended by the DeKalb Continuum of Care.
3. If for any reason and for any year Emergency Solutions Grants funds have been received and service providers cannot utilize the funds allocated, the funds will be considered for reprogramming to any of the approved ESGP service providers or providers who can fill a service gap in a manner that is identified by the Community Development Department Director.
4. All approved ESGP funding will be contingent upon the agency being in compliance with all DeKalb County and statutory regulations.
5. The Community Development Department Director will be authorized to act on behalf of the County to provide certifications for non-profit agencies that must provide certification in order to receive from HUD, the Georgia Department of Community Affairs or other funders.
6. Any funds remaining from the previous year will be reprogrammed to agencies approved to receive FY 2017 ESGP funding.

OTHER

Point-In-Time Count

HUD mandates that each continuum of care conduct a biennial point-in-time count of homeless persons. To facilitate conducting this count and ensure that the County To facilitate conducting this

count and ensure that the County obtains information regarding its success in mitigating homelessness, the Community Development Department Director may authorize the use of CDBG or other eligible funds for the performance of the point-in-time count.

Re-Entry Program

The State provides short term financial assistance (\$700 per offender per month for three months) to help stabilize the re-entry process of newly released convicted felons and enhance their ability to remain crime free. Following an agency housing/services assessment process, the Community Development Department will recommend approval or disapproval for agencies wishing to provide housing for this program. The final determination will be made by the Chief Executive Officer.

DeKalb County Continuum of Care (CoC)

In compliance with the HEARTH Act of 2012, the DeKalb County Continuum of Care (CoC) has formed committees to develop an organizational structure, establish priorities, assess service gaps, and implement a coordinated intake and service delivery system. When completed, the delivery system will include uniform requirements for the provision of homeless programs and services in DeKalb County. The delivery system will move away from the homeless shelter concept to a Housing First model of rapidly re-housing homeless individuals and households.

The County has agreed to perform the role of Collaborative Applicant for the DeKalb CoC. In this role, the County is may receive the HUD Planning Grant, receive other funds that support the goals of the CoC, and collaborate with the State to administer the Homeless Management Information System (HMIS). As the Collaborative Applicant, the county may receive additional funds and may apply to become the Unified Funding Agent for the DeKalb CoC. The Community Development Department is authorized to receive the aforementioned additional funds, collaborate with the State to administer the Homeless Management Information System, and become the Unified Funding Agent for the CoC. At the direction of the Human & Community Development Department Director, CDBG funds may be used to pay salaries for Department personnel performing CoC or homelessness mitigation related work and fulfill any eligible match requirements that are associated with CoC and/or ESG funding.

Community Development

2017-0577

Commission District(s): All
The 2014-2018 Consolidated Plan for the Department of Housing and Urban Development (HUD) Programs, including the 2017 Annual Action Plan - Federally Funded, No Cost to the County

Attachments: 2017 AAP DRAFT Preliminary Budget in Legistar 6-27-17 New (3)

MOTION was made by Jeff Rader, seconded by Steve R Bradshaw, that this agenda item be approved with substitute submitted from the floor and a recommendation for earlier submission next year. The motion carried by the following vote:

Yes: 7 - Commissioner Jester, Commissioner Rader, Commissioner Johnson, Commissioner Bradshaw, Commissioner Davis Johnson, Commissioner Gannon, and Commissioner Adams

Human Services

2017-0516

Commission District(s): All
Domestic Violence Intervention and Advocacy Services contract between DeKalb County Georgia and Women Moving On, Inc. (d.b.a.Women’s Resource Center to End Domestic Violence)- Transfer Funds from the Victim Assistance Fund to the Grant Fund for a State-Certified Victim Assistance Agency - Cost to the County \$150,000

Attachments: draft Contract Women Moving On 2017-2018 (2) June.17

MOTION was made by Jeff Rader, seconded by Steve R Bradshaw, that this agenda item be approved. The motion carried by the following vote:

Yes: 7 - Commissioner Jester, Commissioner Rader, Commissioner Johnson, Commissioner Bradshaw, Commissioner Davis Johnson, Commissioner Gannon, and Commissioner Adams

Purchasing & Contracting