

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 Friends of Disabled Adults and Children Too! Inc., a not-for-profit corporation, chartered in the State of Georgia, acting by and through its duly elected Board of Directors (hereinafter sometimes referred to as “CORPORATION” or “CONTRACTOR”).

WITNESSETH:

I.

This CONTRACT shall begin on March 15, 2018 and end on March 14, 2019.

II.

The CORPORATION 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 CORPORATION 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 CORPORATION in the execution of the terms of this CONTRACT.

V.

The COUNTY agrees that it will pay to the CORPORATION an amount not to exceed **Two Hundred Five Thousand and No/100ths Dollars (\$205,000.00)** 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 CORPORATION shall execute a promissory note in favor of the COUNTY for the full amount of the loan in an amount not to exceed **Two Hundred Five Thousand and No/100ths Dollars (\$205,000.00)**. The promissory note shall be in a form and substance acceptable to the COUNTY and shall, at a minimum, incorporate the terms and conditions of this CONTRACT and contain default and remedy provisions acceptable to the COUNTY. The terms of the promissory note shall include, but not be limited to, the following provisions: 1) The CORPORATION must maintain

documentation during the contract term that a minimum of 51% of its program beneficiaries had income at or below 80% of the median income as determined by the U.S. Department of Housing and Urban Development for the metro Atlanta area; 2) The CORPORATION must use the property for the purposes described in this contract and outlined in Exhibit A for the period of March 15, 2018 through March 14, 2023.

The CORPORATION shall also execute a deed to secure debt naming the COUNTY as grantee, granting the COUNTY a second priority lien on the subject property. The deed to secure debt shall be in a form and substance acceptable to the COUNTY, and at a minimum, incorporate the terms and conditions of this CONTRACT and contain default and remedy provisions acceptable to the COUNTY. Should the promissory note be satisfied as in the preceding paragraph, the deed to secure debt shall be canceled of record.

VII.

The CORPORATION 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 CORPORATION 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 CORPORATION, or any Subcontractor, or anyone directly or indirectly employed by or under the

supervision of any of them. The CORPORATION 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.

VIII.

The CORPORATION 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 CORPORATION 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 CORPORATION'S protective coverage for any Subcontractor's operations;
 - 4. Certificate(s) to contain the CORPORATION'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 CORPORATION 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 CORPORATION 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.

IX.

Precedent to the execution of this CONTRACT and before the starting of any work, the CORPORATION 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.

X.

The CORPORATION 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 CORPORATION 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 CORPORATION 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 CORPORATION will obtain approval from the COUNTY prior to initiating any such activities.

XI.

If any program income is received by the CORPORATION, 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 CORPORATION 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 CORPORATION'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 CORPORATION 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 four years after the expiration of the CONTRACT, the CORPORATION 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.

XII.

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.

XIII.

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 CORPORATION 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 CORPORATION 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 CORPORATION may terminate the CONTRACT only upon written approval from the COUNTY. The CORPORATION 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 CORPORATION 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 CORPORATION 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.

XIV.

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

CORPORATION

Friends of Disabled Adults and Children
Too! Inc.
4900 Lewis Road
Stone Mountain, Georgia 30083

COUNTY

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

XV.

It is the intent of the parties that nothing contained herein shall be interpreted to assign to the CORPORATION any status under this CONTRACT other than that of an independent contractor. The relationship between the COUNTY and the CONTRACTOR shall be that of owner and independent contractor, and shall not constitute an employer/employee relationship. Other than the consideration set forth herein, the CONTRACTOR shall not be entitled to any employee benefits including, but not limited to, insurance, paid annual leave, sick leave, worker's compensation, free parking, or retirement benefits.

XVI.

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.

XVII.

The CORPORATION 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.

XVIII.

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. contractor 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." Contractor shall check, initial or otherwise affirmatively indicate the employee-number category applicable to the contractor; and

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

d. contractor 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 contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor 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

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¹ 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.

² Authority O.C.G.A. § 13-10-91.

³ Authority O.C.G.A. § 13-10-91.

XIX.

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.

XX.

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 Agreement.

XXI.

Without the prior consent and knowledge of the County, the Corporation agrees that it shall not place any unapproved or unauthorized liens on the subject property and shall not use the subject property as collateral for any lines of credit.

[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.

**FRIENDS OF DISABLED ADULTS
AND CHILDREN TOO! INC.**

DEKALB COUNTY, GEORGIA

By: Scott Schwartz (SEAL)
Signature

_____ by Dir. (SEAL)
Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

Scott Schwartz
Name (Typed or Printed)

Board Chair
Title

58-17-09436
Federal Tax I.D. Number

ATTEST:

ATTEST:

E. Michael Shackley
Signature

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

Mike Shackley
Name (Typed or Printed)

Secretary
Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Debra Mitchell
DeKalb County Department Director

County Attorney Signature

30 MAR 2018

County Attorney Name (Typed or Printed)

CERTIFICATE OF CORPORATE RESOLUTION

I, E. Michael Shackley, certify the following:

That I am the duly elected and authorized Secretary of Friends of Disabled Adults and Children Too! Inc. (hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed Christopher D. Brand, in his official capacity as Chief Executive Officer of the corporation, 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 funds for the renovation of a facility owned by the Friends of Disabled Adults and Children Too! Inc. This agency provides home health care equipment-mobility aids and daily living devices for people disabled or newly injured.

That the foregoing Resolution of the Board of Directors 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 29th day of March, 2018.

E. Michael Shackley (CORPORATE
Secretary SEAL)

**Friends of Disabled Adults and Children Too, Inc.
Installation of energy efficiency upgrades, sanitation enhancements, and
Installation of HVAC units at Existing Facility**

Exhibit A

Statement of Services

The Friends of Disabled Adults and Children Too, Inc. (hereafter known as the "CORPORATION"), agrees to renovate the existing facility located at 4900 Lewis Road, Stone Mountain, GA 30083 for the purpose of increased energy efficiencies and meeting higher standards of sanitation in the provision of service to their clientele. This CORPORATION provides home health care equipment-mobility aids and daily living devices for people disabled or newly injured.

This facility upgrade project is of critical importance because it will complete the implementation of energy-saving initiatives and will enhance FODAC's ability to serve the needs of a special population by accomplishing the following:

- LED upgrades to the facility
- Restructured lighting plan to include motion sensors and timers
- Expansion of the HME sanitation area of 1,248 sq. ft.
- Environmentally friendly waterproof structure, flooring, & ceiling fan
- Improved drainage and drying for improved quality of sanitation
- Installation of seven (7) new HVAC systems

The estimated total cost for this project is \$205,000, which includes above mentioned facility upgrades and improvements. The CDBG funds that will be utilized for this project shall not exceed \$205,000. In the event that the total cost for this project is less than \$205,000, the maximum CDBG funding provided shall not exceed the final total project cost.

The CORPORATION and its subcontractor(s) shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. CORPORATION shall be responsible for insuring that the Project meets all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.

The CORPORATION shall accomplish renovation that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. The CORPORATION shall provide for all testing and inspections required by sound

professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project.

The CORPORATION further agrees to comply with the terms outlined below.

- A. The CORPORATION agrees to provide the services identified below and maintain documentation that the services have been rendered.
1. Submit a 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. Should the bid(s) 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.
 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 and Section 3 requirements to be incorporated into the bid package.
 3. Provide information identifying the names and addresses of all bidders and bid amounts, and the CORPORATION'S recommended winning bidder for the project. Proof that at least three (3) bids were solicited should be included. The recommended contractor must not be listed on HUD's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs." This must be submitted prior to entering into any contracts with the successful bidders.
 4. Submit a copy of the proposed contract to be executed with the winning bidder for the property improvements. This must be submitted prior to execution along with evidence of the availability of any additional funds needed to complete the work outside of DeKalb CDBG funding.
 5. Submit a copy of the executed contract with the winning bidder for the property rehabilitation and, prior to execution, copies of any proposed change orders to the contract affecting the scope, time and cost of work to be performed.
 6. Submit a detailed report identifying the status of all funds raised for this project and the status of the construction process. This report shall be submitted by the 15th of each month until the facility upgrades are completed.
 7. Upon completion of upgrades, and for a period of time not ending before December 31, 2023, the CORPORATION shall agree to:

- a. Utilize the facility for the purpose of a service center and services where a minimum of 51% of the program participants are low-to-moderate income.
 - b. Maintain the facility located at 4900 Lewis Road, Stone Mountain, GA 30083 in a manner that complies with all Federal, State, City, and County Codes including, but not limited to, fire and building codes, industry warranty and guarantee standards, and HUD eligibility guidelines.
 - c. A Promissory Note will be recorded on the property to protect the County's investment and ensure the property will be used for the intended purpose until December 31, 2023.
8. Should the Corporation fail to comply with the requirements of Item 7 the CORPORATION agrees to reimburse Community Development Block Grant funds in an amount proportional to the time of noncompliance as determined solely by the COUNTY.
- B. Should the CORPORATION deem it necessary to reference its contractual obligations with DeKalb County Government in any printed information that is to be distributed in carrying out the activities set forth in this CONTRACT, the CORPORATION agrees to seek and receive approval from the Community Development Director prior to distribution.
- C. The CORPORATION agrees to submit the information identified below to the DeKalb County Community Development Department. The CORPORATION shall maintain copies of the documentation for its records.
1. Within thirty (30) days after the effective date of this CONTRACT, as approved by the Board of Directors, the CORPORATION shall submit a total construction /operational line item budget to cover the period of this CONTRACT. This budget should clearly show the use of all Community Development Block Grant funds by line item. The Community Development Director must approve the use of Community Development Block Grant funds in writing prior to its use.
 2. Within thirty (30) days after the effective date of this CONTRACT, the CORPORATION shall submit a IRS Form 990.
 3. On a monthly basis, the CORPORATION shall submit a Direct Benefit form documenting assistance provided to low-and moderate-income persons and identifying the racial, ethnic and income characteristics of those served. The format to be used is attached to this Exhibit A. The CORPORATION shall complete the Direct Benefit form using persons as the unit of measure.
 4. On a monthly basis, the CORPORATION shall submit a written report of all agency activities. The written reports shall be attached to the monthly invoice

statement for reimbursement and shall be submitted no later than (15) days after the end of the month.

5. On a monthly basis, the Corporation shall submit documentation of all expenses related to the use of the Community Development Block Grant funds attached to the monthly written report.
6. On a quarterly basis, the CORPORATION shall submit a copy of the financial statements for the agency. Copies of the Balance Sheet and Income Statement identifying all revenue received by the agency, sources of revenue, total assets, total liabilities, fund balances and total expenses should be submitted within (30) days after the end of each quarter beginning with the effective date of this CONTRACT. The quarterly reports shall be submitted for the quarters ending December 31, 2018, March 31, 2019, June 30, 2019, and September 30, 2019.
7. On a quarterly basis, the CORPORATION shall submit written quarterly activity performance reports to the Community Development Director. The reports shall be submitted within (30) days after the end of each quarter beginning with the effective date of this CONTRACT. The quarterly reports shall be submitted for the quarters ending December 31, 2018, March 31, 2019, June 30, 2019, and September 30, 2019.
8. On a quarterly basis, the CORPORATION shall submit the Section 3 Reporting Form 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 Agency 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. Additionally; the CORPORATION must sign and submit the attached certification form regarding the County's Policy on Section 3 compliance.
9. Within ninety (90) days, following the expiration of this CONTRACT, the CORPORATION shall submit a copy of the CORPORATION's financial audit conducted by an Independent Certified Public Accountant for the time period covered by this CONTRACT. A copy of the Management Letter issued with the audit, should also be submitted. The audit should clearly indicate by program and by line item the sources, uses, and amount of all funds received by the Agency from this CONTRACT.
10. Provide performance measurements reports for the services your agency provides using CDBG funds. These performance measurement reports are to be provided as determined and requested by the Community Development Department.

**Friends of Disabled Adults and Children Too, Inc.
Installation of energy efficiency upgrades, sanitation enhancements, and
installation of HVAC units at Existing Facility**

Exhibit B

Budget Summary

<u>Cost Category</u>	<u>Budget</u>
Energy efficiency upgrades, sanitation enhancements, and installation of seven (7) new HVAC units at the facility located at 4900 Lewis Road, Stone Mountain, GA 30083	\$205,000
Total	\$205,000

Community Development Block Grant Funds in the amount of \$205,000 shall be used by Friends of Disabled Adults and Children Too, Inc. for services related to energy efficiency upgrades, sanitation enhancements, and installation of new HVAC units at the existing facility located at 4900 Lewis Road, Stone Mountain, GA 30083. Funds will be reimbursed to the Friends of Disabled Adults and Children Too, Inc. upon receipt and approval by the Community Development Department of the necessary documentation to support expenditures.

**INSTRUCTIONS FOR COMPLETING
COMMUNITY DEVELOPMENT BLOCK GRANT
DIRECT BENEFIT FORM**

Please use these instructions to complete the CDBG-DB-1 form for Direct Benefit Activities. The information should be inserted on the form beginning with the 1st month of your contract period and should be continued each month until the contract period is complete.

1. **Current Reporting Period:** Insert the month for which your information is being reported. **PLEASE NOTE:** This report is comprehensive. Total ALL information for the contract year, as each is entered.
2. **Contract Reporting Period:** Insert the current contract year: Example – July 1, 2004 through June 30, 2005.
3. **Number of Unduplicated Families (b):** This column is to identify the number of Unduplicated Families served only.
4. **Total Number Served (c):** Provide the total number (unduplicated) assisted during this reporting period. Refer to Exhibit A (c)(2) for the unit of measure to report (i.e. persons, children, or households). This number will include all persons within the households regardless of their income status. Break down this number across the table according to Race, Ethnicity, and Female Headed Households.
5. **Income:**
 - **Low and Moderate (d):** Total the number of extremely low-income, the number of low-income, plus the number of moderate-income persons assisted during this reporting period using the attached income criteria. (Example: Total Number Served: 45; L&M Served: 45; Low Served: 1; Extremely Low Served: 30. Thirty-one deducted from 45 L&M means 34 were moderate-income.)
 - **Low (e):** Provide only the number of low-income persons assisted during this reporting period using the attached income criteria. (Column (e) should not be higher than Column (c).)
 - **Extremely Low (f):** Provide only the number of extremely low-income persons assisted during this reporting period using the attached income criteria. (Column (f) should not be higher than Column (c).)

NOTE: The income limits are updated on an annual basis. Be sure to use the income limits that are effective for the period about which you are reporting.
6. **Racial Characteristics (g) through (q):** Provide the number of individuals under each column assisted during this reporting period. (Columns (g) through (q) should total to Column (c).) **NOTE:** Only report racial characteristics shown under the columns. Reporting characteristics as "other" is not acceptable. Please allow the individual to identify his/her race for reporting purposes.
7. **Female Headed Households (r):** Provide the number of persons in which a female has been established as head of household.

8. Total All Columns to Date: Calculate and insert the total for each column each time you submit a report.

If you have any questions, please call your Agency liaison.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
DEKALB COUNTY HUMAN & COMMUNITY DEVELOPMENT DEPARTMENT**

Direct Benefit Activities Form For Activities Which Involve
Individuals Who Are Presumed or Not Presumed by HUD to be Low- and Moderate-Income
(CDBG-DB-1)

CURRENT REPORTING PERIOD: _____

NAME OF SUBRECIPIENT: Activity Description/Location			CONTRACT REPORTING PERIOD:														
			INCOME**			RACIAL ETHNIC CHARACTERISTICS See Below***											Ethnicity ****
Month Reported (a)	Number Unduplicated Families (b)	Total Unduplicated Number Persons Served (c)	1 # Low- and Moderate-Income (d)	2 # Low Only (e)	3 # Ex-tremely Low (f)	White (g)	Black/ African- American (h)	Asian (i)	American Indian/ Alaskan Native (j)	Native Hawaiian/ Other Pacific Islander (k)	American Indian/ Alaskan Native & White (l)	Asian & White (m)	Black/ African American & White (n)	American Indian/ Alaskan Native & Black/ African American (o)	Other Multi- Racial (p)	Hispanic (q)	Female Headed House- holds (r)
July																	
Aug.																	
Sept.																	
Oct.																	
Nov.																	
Dec.																	
Jan.																	
Feb.																	
Mar.																	
April																	
May																	
June																	
TOTAL ALL COLUMNS																	

*Refer to Exhibit A of the contract for unit of measure (i.e. persons, households, children) by which to report Total Number Served.
 **Income Reported by following categories: (1) 51-80% AMI; (2) 31-50% AMI; (3) 0-30% AMI (See Attached Income Limits).
 ***Numbers served must be listed in Racial Ethnic Characteristics columns provided. Information from other categories cannot be reported.
 ****Hispanic ethnicity is a separate category from the racial characteristics. Any beneficiary that identifies themselves as Hispanic should be listed here.

SECTION 3 - Overview

What is Section 3?

- Section 3 of the 1968 Housing and Urban Redevelopment Act requires recipients of HUD funds and the contractors they employ to help ensure that the economic opportunities generated by these HUD funds are provided to local low-income residents and the businesses that serve them “to the maximum extent feasible.”
- Intent is to harness the economic power of HUD investments in housing and community development and to expand economic opportunities for low-income families in the neighborhoods where they live.
- Mid-1960s effort to stimulate jobs and business opportunities for residents of assisted housing in distressed urban areas renewed interest developed in 1992 with the Housing and Community Development Act of 1992. June 30, 1994 interim rule implemented changes that were made to Section 3 in the 1992 Act.
- Primary mission of creating affordable housing and fostering community development—Section 3 focuses on creating training or job opportunities where none exist. Employers are required to seek out and tap into the labor and business potential that exists in low-income neighborhoods. When jobs are created, the opportunities should be directed at low to moderate income persons:
 - Directed means to encourage, to expose, or to increase ability
 - Full-time employment does not have to be permanent; it can be temporary, seasonal, or permanent.

Three Areas of Reporting:

1. Public & Indian Housing Assistance
2. Housing & Community Development Assistance: Recipients of HUD funds must comply with Section 3 for *all* projects (no matter how much funding is provided) that involve:
 - a. Housing rehabilitation;
 - b. Housing construction; or
 - c. Other public construction.
3. Thresholds: Recipients of more than \$200,000 in HUD program funds must comply with Section 3 Reporting for all contracts that exceed \$100,000. The type of project is irrelevant if it meets the above requirements.

Although all agencies are encouraged to meet the objectives of Section 3; the recipient only needs to report on the above projects.

Section 3 Preferences:

- Fosters economic opportunities for low- and very-low income persons (income < 80% or < 50% of median income in the area)
- Priority for homeless or service recipients

Section 3 Businesses:

- Section 3 requires recipients to attempt to award contracts to Section 3 businesses
- Section 3 business concerns are defined as those that meet at least one of the following categories:
 - * Majority ownership with Section 3 residents
 - * At least 30% of employees were Section 3 residents or were within first three years of employment
 - * More than 25% or more of their work is subcontracted to businesses who meet either of the first two conditions

Responsibilities of Recipients or Contractors:

- Outreach
- Notification to recipients/contracts
- Ensure compliance
- Annual Reporting

Measuring Compliance

1. 30% new trainees and employees hired should be Section 3
2. 10% of the dollar amount to contracts involving maintenance, repair, modernization, or development of public housing should be directed to Section 3; 3% of the dollar amount of all other contracts to Section 3

Section 3 Reporting Form

1. Summarize all eligible Section 3 employment and/or economic development activities developed by your agency:
2. How many Section 3 eligible jobs were created by your agency?

Total number of TANF ¹ Recipients:	Total number of Non-TANF Recipient:	Unsure of economic status:	Total number of Average Wages:	Highest Wage:

Instructions:

Number of New Hires: Following the start of the project/contract, identify the total number of new employees that were hired. The number of new hires should be separated into the job categories provided above.

Number of "Section 3 Resident" New Hires: Of the new hires, indicate the number who meet Section 3 Resident criteria (see above definition).

Number of "Section 3 Resident" Employees and Trainees: Indicate the number of people who meet the Section 3 Resident definition (see above) who were either employed or trained in connection with this award.

	Number of New Hires	Number of "Section 3 Resident" New Hires	Number of "Section 3 Resident" Employees and Trainees
Professionals			
Technicians			
Office/Clerical			
Construction (List Types):			
TOTALS:			

3. Specify the type of jobs created? (i.e. laborer, electrician, childcare provider)

4. How many economic development opportunities were created by your agency?

Total number of training opportunities:	Total number of contractual opportunities:	Total number of other related activities:	Total number of persons employed as a result of training services:	Total number of persons having viable and expanded opportunities as a result of training services? (i.e. interviews, higher education)

5. Specify the type of economic development opportunities created? (i.e. contracting, sub-contracting, training)

6. Are there any significant human interest's stories that you would like to share? If so, please explain:

7. Are there any barriers or challenges related to Section 3 that you would like to elaborate on?

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 |
|-----------------------|-----------------------------------------|
| <u>570.700</u> | Purpose |
| <u>570.701</u> | Definitions |
| <u>570.702</u> | Eligible applicants |
| <u>570.703</u> | Eligible activities |
| <u>570.704</u> | Application requirements |
| <u>570.705</u> | Loan requirements |
| <u>570.706</u> | Federal guarantee; subrogation |
| <u>570.707</u> | Applicability of rules and regulations |
| <u>570.708</u> | Sanctions |
| <u>570.709</u> | Allocation of loan guarantee assistance |
| <u>570.710</u> | 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> --	[Reserved]
<u>570.909</u>	
<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 corporation 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.

234693
Employment Eligibility Verification Program (EEV)/
Basic Pilot Program* User Identification Number

55412
DeKalb County EEV Basic Pilot
Program* User Identification
Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

3-29-2018
Date

President & CEO
Title of Authorized Officer or Agent of Contractor
CHRISTOPHER D BRAND
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

29 DAY OF March, 2018
[Signature]
Notary Public
My Commission Expires: 7/30/2019



* 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.

ATTACHMENT E

Non-use of Subcontractors Affidavit

STATE OF GEORGIA

COUNTY OF DEKALB

Comes now affiant, Christopher D. Brand, who, after being duly sworn deposes and states as follows:

1. I am Christopher D Brand, President & CEO of FRIENDS of Disabled Adults & Children Too! INC

2. I will not use any subcontractors in the performance of the contract for Contract No. _____.

3. In the event that I decide to use subcontractors in the performance of the above cited contract, I will furnish to DeKalb County evidence of protective coverage for any subcontractor=s operations prior to subcontractor performing any work.

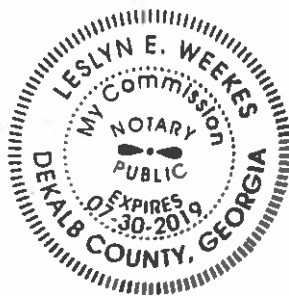
Further affiant saith not.

[Signature]
Signature of Affiant

Sworn to and subscribed before me this 29 day of March, 20 18.

[Signature]
Notary Public (Seal)

My Commission Expires:
7/30/2019



PROMISSORY NOTE

Principal Sum: \$ 205,000.00

Date: _____

FOR VALUE RECEIVED, the undersigned, Friends of Disabled Adults and Children Too! Inc. (hereinafter referred to as "CORPORATION"), promises to pay to the order of DeKalb County, Georgia (hereinafter referred to as "COUNTY"), the principal sum of \$ 205,000.00 in accordance with the terms of the CONTRACT entered into between CORPORATION and COUNTY on _____:

The CORPORATION agrees to comply with the following provisions in its use of the COUNTY Community Development Block Grant Program funds:

- 1) The CORPORATION agrees to utilize the Community Development Block Grant Program funds to assist in the renovation of a facility located at 4900 Lewis Road, Stone Mountain, Georgia, and more particularly described in Exhibit A of that certain Community Block Grant Contract entered into between CORPORATION and COUNTY on _____ ("CONTRACT"), which CONTRACT is incorporated herein by reference.
- 2) The facility must be utilized as a service center to provide home health care equipment-mobility devices and provide to DeKalb County residents the services and programs more particularly described in Exhibit A of the CONTRACT.
- 3) The CORPORATION must use the acquired real property for the purpose of providing home health care equipment-mobility devices for the period of March 15, 2018 – March 14, 2023.

- 4) The CORPORATION must maintain the real property and facilities in a manner that complies with all local, State and federal codes and regulations, including, but not limited to, fire, safety, and building codes.
- 5) The CORPORATION must maintain documentation during the contract term of March 15, 2018 through March 14, 2023 that a minimum of 51% of its program beneficiaries had income at or below 80% of the median income as determined by the U.S. Department of Housing and Urban Development for the metro Atlanta area.

In the event that CORPORATION fails to comply with the above-listed conditions, it shall pay to COUNTY the principal sum of \$ 205,000.00 within thirty (30) days from the CORPORATION being declared in default. Such declaration of default shall be determined by the COUNTY upon the CORPORATION'S failure to cure a material breach of the CONTRACT within thirty (30) days of notice of such breach by the COUNTY.

The COUNTY shall not be deemed to waive any of its rights unless such waiver is in writing and signed by the COUNTY. No delay or omission by the COUNTY in exercising any of its rights shall operate as a waiver of such rights and a waiver in writing on one occasion shall not be construed as a consent to or waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia and shall be binding upon the undersigned, its successors and assigns. Venue under this Note shall be in DeKalb County, Georgia. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such

provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Note.

This Note shall be secured by that certain Deed to Secure Debt executed on _____, If the CORPORATION fails to meet any of the provisions set forth in this promissory note, the COUNTY may exercise its power of sale under that certain Deed to Secure Debt executed on _____, as security for the Community Development Block Grant received by CORPORATION.

[Signatures continue on following page]

IN WITNESS WHEREOF, the undersigned, has caused this Note to be executed under their seal on this _____ day of _____, 2018.

**FRIENDS OF DISABLED ADULTS
AND CHILDREN TOO! INC.**

DEKALB COUNTY, GEORGIA

By: Scott Schwartz (SEAL)
Signature

_____ by Dir. (SEAL)
Michael L. Thurmond.
Chief Executive Officer
DeKalb County, Georgia

Scott Schwartz
Name (Typed or Printed)

Board Chair
Title

58-17-09436
Federal Tax I.D. Number

ATTEST:

ATTEST:

E. Michael Shackley
Signature

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

E. Michael Shackley
Name (Typed or Printed)

Secretary
Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Allen Mitchell
DeKalb County Department Director

County Attorney Signature

30 MAR 2018

County Attorney Name (Typed or Printed)

DEED TO SECURE DEBT

THIS INDENTURE, made this _____ day of _____, 2018 between Friends of Disabled Adults and Children Too! Inc., a not-for-profit corporation, chartered in the State of Georgia, located in DeKalb County, Georgia ("Grantor"), and DeKalb County, Georgia, a political subdivision of the State of Georgia ("Grantee"). The words "Grantor" and "Grantee" include each parties' respective heirs, devisees, successors, assigns, legal representatives, and all those holding under either of them where the context requires or permits.

WITNESSETH, that Grantor, for the consideration hereinafter set forth, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm unto the Grantee the following described real property (hereinafter "the Real Property"):

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lot 171 of the 18th District of DeKalb County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin set on the northerly side of the right-of-way of Lewis Road (50 foot right-of-way), said point being 320.11 feet westerly from the intersection of the northerly right-of-way of Lewis Road and the westerly right-of-way of Lewis Way (60 foot right-of-way), if said right-of-way lines were extended to form an angle instead of a curve, as measured along the northerly right-of-way of Lewis Road; thence continuing along the northerly right-of-way of Lewis Road (50 foot right-of-way), South 89 degrees 59 minutes 03 seconds West a distance of 385.00 feet to an iron pin set; thence leaving said right-of-way of Lewis Road and traveling North 00 degrees 22 minutes 12 seconds East a distance of 452.75 feet to an iron pin set; thence North 88 degrees 49 minutes 48 seconds East a distance of 374.88 feet to an iron pin set; thence South 01 degree 26 minutes 20 seconds East a distance of 367.40 feet to a point; thence South 01 degree 12 minutes 58 seconds West a distance of 93.02 feet to a point on the northerly right-of-way of Lewis Road (50 foot right-of-way), said point being the POINT OF BEGINNING.

Said property containing 4.000 acres as show on a plat of survey entitled "survey of Property for Friends of Disabled Adults, Inc." prepared by Urban Engineers, Inc., bearing the seal of Donald J. Marlowe, Georgia Registered Land Surveyor No. 2069, dated July 1, 1998.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the above-described real property, or any part or parcel thereof.

THIS CONVEYANCE is made under the provisions of a certain Community Development Block Grant Contract (hereafter "the CONTRACT") entered into between Grantor and Grantee on _____, which CONTRACT is by reference incorporated and made a part hereof.

TO HAVE AND TO HOLD the Real Property with all and singular the rights, members, and appurtenances thereto appertaining, to the only proper use, benefit, and behoof of Grantee, in fee simple. Grantor hereby covenants that Grantor is lawfully seized and possessed of the Real Property, has a good right to convey it, and Grantor will warrant and forever defend the right and title to the Real Property unto Grantee against claims of all persons whomsoever.

The Grantor covenants and agrees, for the full term of the CONTRACT, to keep the Real Property and all improvements thereon in as good condition as now exists, natural wear and tear expected; not to demolish, destroy, or remove any permanent structure now existing on the premises or make any alteration thereto that would constitute a structural change without written consent of Grantee; to pay all taxes and assessments that may be liens upon the Real Property, as they become due; to keep the improvements on the Real Property fully insured against loss by fire and other hazards as required by Grantee in amounts and with companies approved by Grantee, and Grantor shall deliver the policies of insurance and any renewals thereof due to Grantee; and that any tax, assessment, lien, or premium of insurance, not paid when due by Grantor may be paid by Grantee, and Grantor further agrees to abide by all the terms of the CONTRACT, including, but not limited to, providing the services and programs as set forth in Exhibit A of the CONTRACT.

Should Grantor abide by all the terms of the CONTRACT and thereby satisfy the terms of the PROMISSORY NOTE entered into between Grantor and Grantee on _____, and perform all other covenants herein contained, then this instrument shall be cancelled and surrendered no later than March 14, 2023. It is intended by the parties that this instrument shall operate as a deed and not a mortgage. Grantee hereby subordinates its right, title and interest as Grantee under this instrument, to the right, title and interest of United Community Bank and its heirs, successors and assigns, as the party holding the first mortgage for the Real Property herein described. Grantee will not approve any additional subordination requests from Grantor at any time while Grantor has any repayment obligations remaining under the PROMISSORY NOTE or before March 14, 2023, whichever comes first.

Should default occur in Grantor's performance of any obligation or condition recited in this instrument, or the CONTRACT, then and in that event, Grantee shall be at liberty immediately to apply for and shall be entitled as a matter of right, without regard to the value of the Real Property, or to the solvency or insolvency of Grantor, with the power to sell the Real Property under order of Court for the purpose of satisfying any recoupment or indebtedness, execute all other remedies available under the CONTRACT.

The title, interest, rights, and powers granted herein by Grantor to Grantee, particularly the power of sale granted herein, shall not enure to the benefit of anyone other than Grantee and shall not be assignable to the successors or legal representatives of Grantee, except as provided under the CONTRACT.

In case the Grantor defaults under this instrument or the CONTRACT, Grantor hereby grants to Grantee the following irrevocable power of attorney: to sell all or any part of the Real Property at public action, at the usual time and place for conducting sales at the courthouse in the county where the Real Property or any part thereof lies, to the highest bidder for cash, after

advertising the time, terms, and place of such sale (but without regard to the number of days) in a newspaper published in such county, or in the newspaper in which the Sheriff's advertisements for such county are published, all other notice being hereby waived by Grantor, and Grantee (or any person on behalf of Grantee) may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of the Real Property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney-in-fact of Grantor to make such recitals, and hereby covenants and agrees to the recitals so made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar any equity of redemption of Grantor in and to the Real Property, and Grantee shall collect the proceeds of such sale and after reserving therefrom the entire amount of indebtedness due, together with the amount of taxes, assessments, and premiums of insurance or other payments theretofore paid by Grantee, with eight percent (8%) per annum in interest thereon from the date of payment, and expenses, costs of collection, and attorney fees in the amount of fifteen percent (15%) of the aggregate amount due and shall pay excess amount of such sale proceeds to Grantor as provided by law.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the other remedies for all purposes under the CONTRACT and as provided by law.

And Grantor further covenants that, in case of a sale as provided for above, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession of the Real Property to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured by this instrument.

The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. "Grantor" shall mean all parties signing and each of them, and each agreement, obligation, and secured indebtedness of Grantor shall be and mean the several, as well as joint, undertaking of each of them.

[Signatures continue on following page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed under seal the day and year first written above.

**FRIENDS OF DISABLED ADULTS
AND CHILDREN TOO! INC.**

DEKALB COUNTY, GEORGIA

By: Scott Schwartz (SEAL)
Signature

Scott Schwartz
Name (Typed or Printed)

Board Chair
Title

58-17-09436
Federal Tax I.D. Number

ATTEST:

E. Michael Shackley
Signature

Mike Shackley
Name (Typed or Printed)

Secretary
Title

APPROVED AS TO SUBSTANCE:

Allen Mitchell
DeKalb County Department Director

30 MAR 2018

by Dir. (SEAL)

Michael L. Thurmond.
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

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

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)