

**STANDARD FORM NUMBER 5**

**GEORGIA, DEKALB COUNTY**

**FORMAT I – CDBG  
REVOLVING LOANS**

**THIS AGREEMENT** made as of this \_\_\_\_ day of \_\_\_\_\_, 2017, (hereinafter called the “execution date”) by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the “COUNTY”), and Access to Capital for Entrepreneurs, chartered in the state of Georgia 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:** That for and in consideration of the mutual covenants and agreements herein set forth, the County and the CORPORATION hereby agree as follows:

**I.**

The CORPORATION shall commence the Work under this Agreement within ten (10) days from the execution date. CORPORATION shall fully complete the Work within Three Hundred Sixty Five (365) days from and including the execution date. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the CORPORATION in accordance with the terms of this Contract.

**II.**

As required by O.C.G.A §36-60-13, this Contract shall commence immediately upon the execution date. This Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2018, unless

extended by Change Order adopted and approved by the DeKalb County Governing Authority and the CORPORATION in accordance with the terms of this Contract.

**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 Four Hundred Fifty Thousand Dollars (\$450,000). 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 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.

#### VII.

The CORPORATION shall execute a blanket assignment document covering all loans funded by CDBG and all CDBG program income. This assignment will cover all, current and future CDBG loans and program income. Notice of the assignment will be recorded with the Clerk of the Superior Court of DeKalb County. The blanket assignment shall be in a form and substance acceptable to the COUNTY and shall, at minimum, incorporate the terms and conditions of this CONTRACT and contain default and remedy provisions acceptable to the COUNTY.

Each loan extended by the CORPORATION shall have a clause in the note executed by the borrower indicating that the loan is assigned to DeKalb County Government and that further assignment or sale of the note cannot be made without prior written consent of DeKalb County Government.

#### VIII.

Prior to commencing work, CORPORATION shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to

transact business in the state where the work or operations will be performed by CORPORATION. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A-" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to CORPORATION. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect CORPORATION, and others as required by contract, for liabilities in connection with work performed by or on behalf of CORPORATION, its agents, representatives, employees or Contractors.

- 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  
Department of Purchasing and Contracting  
The Maloof Center, 2<sup>nd</sup> Floor

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.

In accordance with 24 CFR 570.500(a), payments of principal and interest on loans made using CDBG funds are considered program income. The CORPORATION may retain the program income it receives for the future lending needs. Principal and interest portion of loan payment (program income) will be used for future lending needs. However, in accordance with 24 CFR 570.500(b), the CORPORATION shall maintain the revolving loan fund cash balance and all program income in an interest bearing account(s). Any interest earned on these interest-bearing accounts must be remitted to the COUNTY.

Program income on hand when the CONTRACT expires, or received after the CONTRACT'S expiration, may also be retained by the CORPORATION for the operation of the revolving loan fund, provided that the activities of the CORPORATION remain in accordance with the terms stated in this CONTRACT. The CORPORATION agrees to immediately reimburse program income on hand when the CONTRACT expires or received after the CONTRACT'S expiration.

## 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

COUNTY  
DeKalb County, Georgia  
Department of Purchasing and Contracting

The Maloof Center, 2<sup>nd</sup> Floor  
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.

**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) County contracts for the physical performance of services within the state of Georgia shall include the following provisions in accordance with O.C.G.A. § 13-10-91, as amended:
  - a. the CORPORATION has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;



- b. by affidavit, the CORPORATION must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
  - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County or a contractor of the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the CORPORATION agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the

audits shall be published on the [www.open.georgia.gov](http://www.open.georgia.gov) website, and on the Department of Labor's website no later than December 31 of each year.

- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

#### **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 CONTRACT, DeKalb County considers all information submitted in response to the CONTRACT 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.

#### **XXI.**

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community

development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

**XXII.**

CORPORATION shall submit a copy of their valid company business license. If the CORPORATION is a Georgia corporation, CORPORATION shall submit a valid county or city business license. If the CORPORATION is not a Georgia corporation, CORPORATION shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If CORPORATION holds a professional certification which is licensed by the state of Georgia, then CORPORATION shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the CORPORATION for the duration of the contract.

**[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.

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_ (SEAL)  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_ by Dir.(SEAL)

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

\_\_\_\_\_  
Date

**CERTIFICATE OF CORPORATE RESOLUTION**

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_ (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 \_\_\_\_\_, in his/her official capacity as \_\_\_\_\_ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(CORPORATE  
SEAL)

\_\_\_\_\_  
Secretary

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [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 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, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

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, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, 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, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [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 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, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## **ACCESS TO CAPITAL FOR ENTREPRENEURS, INC.**

### **Exhibit A Statement of Services**

Access to Capital for Entrepreneurs, Inc. (ACE), (hereinafter referred to as "CORPORATION") agrees to provide the services stated herein and maintain documentation that these services are completed in accordance with requirements of the Community Development Block Grant Program (CDBG) regulations.

- A. Operate a Revolving Loan Fund (RLF) program that will serve small businesses in DeKalb County by providing minimum loans of \$15,000 and maximum loans of \$35,000. Loan interest rates shall not exceed five percent (5%) and based on the value of each loan, provide an amortization schedule of no less than seven (7) years and no greater than ten (10) years. All approved loans with a value between \$25,000 and \$35,000 must create and/or retain no less than one (1) job for low- and moderate-income persons. Prior to the final approval of any loan, the Community Development Director must review and approve the closing.
- B. Provide the necessary documentation to show that the program meets the required eligibility guidelines as referenced to underwriting criteria in Attachment 1, "HUD Guidelines for Evaluating and Selecting Economic Development Projects". In accordance with and adhering to the requirements of Public Benefit Standards, Financial Appropriateness Criteria and Underwriting Criteria.
- C. CORPORATION agrees to review and administer all policies, procedures, guidelines, and activities necessary to implement the RLF.
- D. Should CORPORATION deem it necessary to reference its contractual obligations with DeKalb County in any printed information to be distributed in carrying out the activities set forth in this CONTRACT, CORPORATION agrees to seek and receive approval by the Community Development Director prior to distribution.
- E. Within thirty (30) days after the effective date of this CONTRACT, the CORPORATION shall submit a budget, covering the period of this CONTRACT to the Community Development Department for approval. This budget should clearly show the use of all Community Development Block Grant funds within this CONTRACT, including anticipated program income.
- F. Contractor will refer all loans resulting from this contract into the loan servicing contract currently in place. CORPORATION agrees to follow the detailed policies and procedures regarding the handling of loan repayments (Program Income) to ensure compliance with the requirements outlined in the CONTRACT.
- G. Within thirty (30) days after the effective date of this CONTRACT, the CORPORATION agrees to submit its Financial Assistance Policies, and Procedures to the Community Development Director for approval in writing, prior to the use of funds under this CONTRACT. If there are any revisions thereafter, the CORPORATION agrees to submit



the revised Financial Assistance Policies, and Procedures to the Community Development Director for approval in writing, prior to the use of funds under the revised Policies and Procedures.

- H. DeKalb County agrees to aggressively market the RLF to potential small business owners in DeKalb County. Contractor will provide limited support upon request by the County. This support would include personnel for occasional speaking engagements or presentations.
- I. The CORPORATION agrees to adhere to the following additional guidelines listed below.
1. Prior to the closing of any RLF loan, the CORPORATION shall submit:
    - Approval Notification Letter from Community Development Director
    - Loan Memorandum
    - Commitment letter
    - Appropriate documentation for environmental review clearance.
  2. Monthly Program reports including:
    - Principal
    - Interest
    - Charge Off
    - Pay Off
    - Any other charges, list separately

Will be processed according to the Loan Servicing Contract.

3. On a quarterly basis, the CORPORATION shall submit an Executive report in narrative form summarizing agency activities to the Community Development Director. Additionally, the following reports should be attached.
  - CDBG RLF Monthly Reports including the following:
    - Principal
    - Interest
    - Charge Off
    - Pay Off
    - Any other charges, list separately

The reports should be submitted no later than the twentieth day following the end of each month.

4. On a quarterly basis, the CORPORATION shall submit a Job Creation Report based on the Public Benefit Standards established by HUD (see Job Creation Form A).
5. On a quarterly basis, the CORPORATION shall submit a Quarterly Balance Sheet, a Quarterly Income Statement a Quarterly Program Income Reconciliation Report and a Quarterly Checking Account Reconciliation Report (for the account holding

CDBG RLF Program Income and Loan Capital). The quarterly reports shall be submitted within thirty (30) days after the end of each quarter.

6. One hundred twenty (120) days after the end of each fiscal year for the duration of this CONTRACT, submit a copy of a financial audit conducted by a Certified Public Accountant.
7. On a bi-annual basis, the CORPORATION shall submit a 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 form to be used is attached.
8. By January 10, 2018, the CORPORATION shall remit to the Community Development Department all earned interest generated from the account(s) holding CDBG RLF Program Income and CDBG funds from July 1, 2017 to December 31, 2018. The Community Development Department will forward this earned interest to the Department of Treasury.
9. The CORPORATION, as determined and requested by the Community Development Department, shall submit any additional reports or information necessary to meet the program requirements.

**ACCESS TO CAPITAL FOR ENTREPRENEURS, INC.**

**Exhibit B**

**CDBG Budget Summary**

<b><u>COST CATEGORY</u></b>	<b><u>BUDGET</u></b>
<b>Revolving Loan Fund Budget (RLF)</b> Establish a Revolving Loan Fund Account For the origination of Small Business Loans	<b>\$360,000</b>
<b>Administration Fee Budget</b> Salaries, Benefits, Processing Applications, Underwriting, and Loan Closing Services	<b>\$90,000</b>
<b>Total Amount of Contract</b>	<b><u>\$450,000</u></b>

Access to Capital for Entrepreneurs, Inc. shall be reimbursed a fixed maximum of \$4,500 on a monthly basis for salaries and benefits over the 12 month work period of the contract. In addition to the fixed monthly reimbursement amount, ACE, Inc. will draw down from the Administration Fee Budget (on a monthly basis) a maximum of ten percent (10%) of the aggregate value of loans made during each month.

In the event the RLF principle balance of \$360,000 is exhausted prior to the end of the 12 month work period, in the month after the RLF principle is exhausted, ACE, Inc. will submit a final invoice to DeKalb County for the remainder of the Administration Fee Budget, not to exceed \$90,000.

If the RLF Budget (\$360,000) has a balance at the end of the 12 month work period and there are also remaining Administration Fee Budget (\$90,000) funds available; to the extent this contract is modified in accordance with the time provision (not to exceed the absolute termination date of the contract), the fixed/variable agreement will be negotiated so that work can continue and the remaining portion of the RLF will be used to create additional loans.