

AGREEMENT

BETWEEN

**CITY OF AUGUSTA, GEORGIA
AND**

EAST AUGUSTA CDC

\$200,000.00

Two Hundred Thousand Dollars and 00/100

Funded by

**The United States Department of Housing and Urban Development
FISCAL YEAR 2024**

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM

This Agreement is made and entered into this ___ day of ___ by and between the City of Augusta, Georgia, a political subdivision of the State of Georgia, its successors and assigns (hereinafter the "City"), by and through the Augusta, Georgia Commission, as the Implementer of the Housing Opportunities for Persons with Aids Program (hereinafter referred to as "Grantee"), and EAST AUGUSTA CDC, (hereinafter referred to as the "Sub-recipient").

AND

SUB RECIPIENT, its successors and assigns (hereinafter "Sub Recipient"). Witnesseth, that, for and in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The Grantee and Sub Recipient hereby agree as follows:

**ARTICLE I
PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR)

Part 574, relating to Housing Opportunities for Persons with Aids (HOPWA) for the purpose of allowing local discretion for the determination of needs and priorities of services to serve persons experiencing HIV/Aids.

Augusta, Georgia, as an Entitlement Grantee for the HOPWA Program, is responsible for the administration, implementation, planning and evaluation within its respective jurisdiction of the HOPWA Program and for the HUD Consolidated Plan. The Housing Opportunities for Persons With AIDS (HOPWA) Program is the only Federal program dedicated to the housing needs of people living with HIV/AIDS. Under the HOPWA Program, HUD makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families. Services which are funded by the HOPWA Program must benefit low-income persons (at or below 80 percent of area median income) that are medically diagnosed with HIV/AIDS and their families are eligible to receive HOPWA-funded assistance.

Through citizen participation workshops and the adoption of the City of Augusta Community Development Annual Plan, the citizens of the City, the Mayor and the City of Augusta, Georgia's Board of Commissioners determined the needs and priorities of services in the City as set forth above. The Grantee desires to engage the Sub-recipient to render certain services, programs, or assistance in connection with the aforementioned undertakings of the Housing Opportunities for Persons with Aids Program.

ARTICLE II

DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein, and not otherwise defined, shall have the meaning assigned to them in this Article I

Housing Opportunities for Persons with Aids (HOPWA) Program

The term "Housing Opportunities for Persons with Aids" or "Program" shall mean that program administered by Augusta Housing and Community Development and funded by an Housing Opportunity for Persons with Aids Grant applied for by Augusta, and awarded by HUD as authorized pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et seq.). HOPWA regulations (24 CFR 574)

Acquired immunodeficiency syndrome (AIDS) or related diseases

The term "HIV/Aids" means the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

Department

The term “Department” shall mean the Augusta Housing and Community Development.

Grantee

The term “Grantee” shall mean Augusta, Georgia as Grantee of the Housing Opportunities for Persons with Aids Grant awarded by HUD.

HUD

The term “HUD” shall mean the U.S. Department of Housing and Urban Development.

Project

The term “Project” shall mean the project or projects set forth in Exhibit A hereto entitled “Scope of Services and Timetable.”

Low- and Moderate-Income Person

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less 80% of the median income for the area (Area Median Income or AMI), as defined by HUD

ARTICLE III
NOTICES

The Sub Recipient and the Grantee agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

| | |
|-------------------------------|---|
| <u>If to City of Augusta:</u> | City of Augusta, Georgia Attention: Garnett L. Johnson Mayor 535 Telfair Street Augusta, GA 30901 |
|-------------------------------|---|

With copy to:

City of Augusta, Georgia
Attention: Hawthorne E. Welcher, Jr., Director
Housing and Community Development
510 Fenwick Street
Augusta, GA 30901

If to Sub Recipient:

East Augusta CDC
Julia Brown., Executive Director
710 East Cedar Street
Augusta, Georgia 30901
Contact person: Julia Brown
Email: juliabrown.2@comcast.net

ARTICLE IV
GENERAL CONDITIONS

A. General Compliance

Sub Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 574 (the U.S. Housing and Urban Development regulations concerning Housing Opportunities for Persons with Aids Grants (HOPWA)) including subpart K of these regulations, except that (1) the Sub Recipient does not assume the Grantee's environmental responsibilities and (2) the Sub Recipient does not assume the Grantee's responsibility for initiating the review process. The Sub Recipient agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Sub Recipient

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub Recipient shall at all times remain an "independent Sub Recipient" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all possible unemployment benefits because Sub Recipient is an independent Sub Recipient.

C. Hold Harmless

To the fullest extent permitted by laws, statutes, rules and regulations, the Sub Recipient shall indemnify and hold harmless the Grantee, Officers, Directors, and Employees of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in

whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Sub Recipient, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

D. Insurance & Bonding

The Sub Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

Workers' Compensation Employer's Liability with limits of:

\$100,000 Each Accident

\$500,000 Disease, Policy Limit

\$100,000 Disease, Each Employee

The Sub Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

E. The Grantee's Recognition

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

F. Amendments

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

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

G. Performance

The Sub-recipient will be responsible for administering the **HOPWA Program** in a manner satisfactorily to the Grantee, according to and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Housing Opportunities for Persons with Aids Program:

H. SCOPE OF SERVICES

Activities

East Augusta CDC will provide the following HOPWA-eligible activities to help meet the housing needs to low-income persons with HIV/AIDS and their families.

- **Tenant-based Rental Assistance** includes payment of rent, including utilities, for housing which meets local housing codes / quality standards, HUD's standards for Fair Market Rent, and rent reasonableness requirements. Persons that receive rental assistance under this program must pay a portion of their rent and utilities as dictated by HUD guidelines.
- **Facility-Based/Permanent Supportive Housing Assistance** that will provide single room occupancy community residence that is safe and sanitary permanent supportive housing units. The community residence will house persons with HIV/AIDS.
- **Short-Term Rent, Mortgage, and Utility (STRMU) Assistance** that will provide payments to prevent the homelessness of a tenant or mortgagor of a dwelling for costs accruing over a period of no more than 21 weeks during any 52 week period. The assistance will be reasonable and be used in emergency situations in order to prevent homelessness.
- **Permanent Housing Placement** that will provide supportive housing activity that helps establish the household in a housing unit and may including reasonable costs of security deposits and first months rent for homeless persons. This assistance will not exceed two months of rent costs.
- **Supportive Services** include the costs of providing a wide range of supportive services like, assessment, permanent housing placement, housing case management and other services necessary to ensure the housing stability of the program participant.
- **Administrative Costs** – EACDC will use no more than 7 percent of the amount received for administrative costs. These costs will include costs for general management, oversight, coordination, evaluation, and reporting on eligible activities.

Program Delivery

East Augusta CDC HOPWA Program will provide housing assistance and related supportive services for low-income people living with HIV and their families. EACDC HOPWA Program will be located at 710 East Cedar Street in Augusta, Georgia. The Days of Operation will be Monday through Friday of each week. East Augusta CDC HOPWA Program hours of Operation will be 9:00AM until 5:00PM.

General Administration

The Board of Directors manages the Sub-recipient; The Chief Executive Officer manages the agency, finance, and programs; Volunteers support the agency and clients.

Homeless Clientele

Sub-recipient will meet the requirements provided for in the regulations by requiring information on services to persons meeting the definition(s) of homeless as stated in the HOPWA Regulations. This information will be used to ensure that clients are eligible recipients of services provided.

LEVELS OF ACCOMPLISHMENT – Goals and Performance Measures

The Sponsor agrees to provide the following levels of program services:

STAFFING

| Position Title | Employee Name, Vacant, or New Position | Total Annual Salary | Grant Funds Requested From HOPWA | Funds From Other Sources |
|------------------------------|---|------------------------------------|---|---|
| | | | | |
| Julia Brown | | | | |
| % Fringe Benefits | | | | |
| TOTAL PERSONNEL COSTS | | | | |

Performance Monitoring

The Sub-recipient agrees that the Department may carry out periodic monitoring activities, as determined necessary by the Department. At a minimum, monitoring shall occur annually, but it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-recipient advance written notice prior to any monitoring activities. Such monitoring shall consist of (i) evaluating the Sub-recipient’s compliance with the terms and conditions of this Agreement, and (ii) comparing the Sub-recipient’s projected Project schedule, budget, and output with its actual performance. Sub-recipient will be required to participate in training sessions and meetings as outlined by HCD rather it be in person or virtually. Upon request, the Sub-recipient shall furnish the Department, the Grantee, or its designee copies of such records and information, as the Department or the Grantee deems necessary. In addition, the Sub-recipient shall submit monthly progress reports, as required by this Agreement, and shall prepare other such reports as may be required by the Department, the Grantee, and/or HUD.

The Grantee will monitor the performance of the Sub-recipient in accordance with the goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If Sub-recipient does not take corrective action to address such substandard performance within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

TIME OF PERFORMANCE

| Required Performance Goals | Source Documentation | Minimum Requirement |
|--|---|--|
| Commit to one (1) outreach/marketing activity per quarter. | Agency must provide evidence of outreach to participation or marketing activity quarterly. | One (1) activity quarterly |
| Commitment to mandatory HOPWA training. | Agency must participate in all trainings sponsored by or referred by HCD. Training must be approved by HCD. | Two (2) minimum unless suggested by or sponsored by HCD or HUD. |
| Increase monthly client numbers. | Agency must be able to provide evidence of new clients or activities to increase client participation. Minimum of (1) one new client monthly. | One (1) minimum per month. |
| Seek additional funding from other sources | Agency must provide evidence of funding requests from other sources to assist in supporting the HOPWA Program. | Two (2) per year or more. |
| Submit monthly reimbursement request. | Agency must monthly reimbursement request by the 20 th of each month. | One (1) reimbursement request a month by 20 th of each month. |
| | | |

Services of the Sub-recipient shall start on **January 1, 2024** and end **December 31, 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of HOPWA funds or other HOPWA assets, including program income.

I. Method of Payment

The Grantee agrees to pay the Sub Recipient at the end of each Quarter based on the submission and approval of the Sub Recipient's Quarterly Reimbursement Requests. Reimbursement Requests will be processed within thirty (30) days of receipt of complete and accurate submissions and upon verification of supporting documentation and Quarterly Reports.

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **Two Hundred Thousand Dollars and 00/100 (\$200,000.00)**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph I. below, and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph I., and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub-recipient is also responsible for submitting to the Grantee each of the following: (i) Quarterly progress reports, (ii) time sheets (if applicable), (iii) mileage documentation (if applicable), (iv) invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to five (5) years after the Agreement expires.

J. Budget

East Augusta CDC has been awarded \$200,000.00 to utilize to provide HOPWA eligible activities as outlined in this agreement.

Please note the budget as listed below.

| Facility Maintenance | TBRA | STRMU | PHP | Support Services | Admin 7% |
|-----------------------------|------------------|------------------|-----------------|-------------------------|------------------|
| 31,000.00 | 60,000.00 | 10,000.00 | 5,000.00 | 80,000.00 | 14,000.00 |

Organization will be permitted to request one amendment to the agreement which does not include support services and administration. Staff salaries must be paid from Support Services only.

Any amendments to the budget must be in writing and approved, in writing, by the Grantee's Director of Housing and Community Development Department and the Augusta, Georgia Commission.

J. Suspension or Termination

The Grantee may terminate this Agreement at any time by giving written notice to the Sub Recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. The Sub Recipient shall be entitled to receive just and equitable compensation for any satisfactory services performed prior to the date of termination.

The Sub Recipient may terminate this Agreement at any time by giving written notice to the County of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. The Sub Recipient shall be entitled to receive just and equitable compensation for any satisfactory services performed prior to the date of termination

ARTICLE IV **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

- a) The Sub Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub Recipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub Recipient will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in

plain sight at the Project location, for the benefit of interested parties, and all Sub Recipients will be notified of the policy provisions.

2. Nondiscrimination

The Sub Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (**HCDA**) are still applicable.

3. Section 504

The Sub Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub Recipient to assist in the formulation of such program. The Sub Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

The Sub Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub Recipient may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

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

The Sub Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee; state that it is an Equal Opportunity or Affirmative Action employer.

4. Conflict of Interest

The Sub Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Sub Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOPWA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOPWA-assisted activity, or with respect to the proceeds from the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-Recipient, or any designated public agency.

5. Lobbying

The Sub Recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

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

ARTICLE V
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE VI
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE VII
WAIVER

The Grantee's failure to act with respect to a breach by the Sub Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE VIII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub Recipient with respect to this Agreement.

ARTICLE IX
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in City of Augusta.

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ARTICLE XVII: COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ATTEST: **AUGUSTA, GEORGIA**
(Grantee)

Approved as to Form By (please initial here):

By: _____
Augusta, GA Law Department

Date: _____

By: _____
Mayor Garnett L. Johnson, as its Mayor

Date: _____

By: _____
Charles Jackson, as its Interim Director

Date: _____

By: _____
Lena Bonner, as its Clerk of Commission

Affix Seal Here:

ATTEST: **East Augusta CDC**
(Sub-recipient)

By: _____

Date: _____

By: _____

Date: _____

By: _____
Witness

Date: _____

SEAL

EXHIBIT “A”
SUB-RECIPIENT ACKNOWLEDGEMENT

“Sub-recipient acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Sub-recipient is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Sub-recipient's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Sub-recipient may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Sub-recipient agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Sub-recipient provides goods or services to Augusta, Georgia in excess of the contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Sub-recipient. Sub-recipient assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives and all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.” This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

EXHIBIT “B”
E-VERIFY

All contractors and subcontractors entering contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized 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 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each

such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

EXHIBIT "C"
PROGRAM REQUIREMENTS

Sub-recipient shall operate this project funded through Augusta Georgia's Housing Opportunities for Persons with Aids Grant Program according to the following guidelines:

1. Accounting and related records of Sub-recipient shall at a minimum include the following:
 - a. Voucher System - All supporting documentation, such as purchase order, invoices, receiving reports and requisitions.
 - b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.
 - c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.
 - d. Personnel Records - Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
 - e. Attendance Certification - Attendance records shall be maintained for all personnel paid with HOPWA funds. Attendance and Pay shall be certified by both the employee and their immediate supervisor. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
 - f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the Grantee.
 - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-recipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes. Bank statements showing the disbursement of payroll shall be added to all salary pay requests.
 - h. Petty Cash - Sub-recipient is encouraged to use an impress or cash advance system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any HOPWA funds are used as petty cash.
 - i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-recipient is obligated to conform to the more restrictive practices and

procedures. It is recommended that Sub-recipient use a formal pre-numbered purchase order system where possible and applicable.

- j. Inventories - Sub-recipient is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with HOPWA funds.
 - k. Property Records - Sub-recipient is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.
2. All projects accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the Grantee's award. The records shall be made available to the Grantee, HUD and/or any of their authorized representatives.
 3. Sub-recipient should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the Grantee's staff, HUD officials and others who may be authorized to examine such records.
 4. REPORT SCHEDULE
Reports are to be submitted through Neighborly to the Department by the 15th of the month in which it is due.

| REPORT | DUE | PERIOD COVERED |
|-----------------------|--|---|
| CAPER Report | March 1 st after ear of grant period | Grant Period (January 1, 2024 – January 2027) |
| Audit | 30 days after receipt of Audit Report | Sub-recipient’s audit period |
| Self Sufficiency Plan | When applicant leaves the program | The applicant’s assistance period |
| Termination Notice | Monthly, if applicant is terminated from program | The applicant’s assistance period |

EXHIBIT "D"
ADMINISTRATIVE REQUIREMENTS

A. Continuum of Care Participation (24 § 576.400)

As mandated by HUD, sub-recipients must be a member of the local Continuum of Care (CoC) to ensure proper coordination of services and service providers. New members must have applied for membership and be actively participating in the monthly CoC meetings and CoC subcommittee meetings.

B. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21 through 28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(a) Sub-recipient agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the Grantee under this Agreement.

(b) Sub-recipient gives the Grantee, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(c) All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities as specifically outlined in this Agreement. The Sub-recipient shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-recipient does not comply with the conditions and timetables, or if the Sub-recipient ceases to exist or provide the services for which the Grant was made, the Sub-recipient shall not be eligible to participate" or "shall not be allowed to be responsible for" another HOPWA eligible project, and the Sub-recipient shall be in default. In the event of default, the Grantee may exercise any rights or remedies provided in this Agreement, or available under applicable Federal, State or Local law.

C. Documentation and Recordkeeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 576.65, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to the following:

- a. All accounts, property and personnel records as deemed necessary by Grantee to ensure proper accounting of all project funds and compliance with this Agreement.
- b. Records required to determine the homeless eligibility of persons provided services;
- c. For Homeless Prevention activities, records to document persons “at risk” of being homeless;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOPWA assistance;
- e. Financial records as required by 24 CFR 84.21 through 28.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported upon for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited, which have commenced prior to the expiration of the five-year period, such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided and certification of “homelessness”. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. Homelessness certifications must be well documented and all income information must be provided. If it is found that proper documentation is not provided, the sub-recipient may face repayment penalties.

Additionally, for sub-recipients providing services to homeless persons or persons at risk of homelessness, participation in the local HMIS in accordance with the policies established by the local Continuum of Care is mandated as a condition of compliance with this agreement.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and confidential, and the use or disclosure of such information, when not directly

connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

Additionally, Sub-recipients providing services to homeless persons or persons at risk of homelessness, agree to adhere to the policies of the local Continuum of Care concerning Data privacy, System security, and Client confidentiality as part of their participation in the local HMIS.

5. Close-outs

The Sub-recipient's obligation to the Grantee shall not end until all Closeout requirements are completed. Activities during this closeout period shall include, but are not limited to the following: making final payments and disposing of program assets. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over HOPWA funds, including program income.

Any Grant funds remaining at the end of the Agreement period shall be returned to the Grantee, and the Grantee may in its discretion reprogram the funds to another HOPWA eligible project.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully corrected by the Sub-recipient within thirty (30) days after receipt of notice by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133.

All Shelters must provide inspection reports at the time of contract execution to show compliance with 24 § 576.500(j)- Shelter and Housing Standards.

Forms

1. Reimbursement Request, Checklist & Itemization
2. Income Calculator – HUDEXchange.info
3. Monthly Progress Report “Exhibit E”
4. CAPER Report
5. FY 2024 Income Limits
6. Time Sheet (Use if applicable)
7. Bid Tabulation (Use if applicable)
8. Quote Tabulation (Use if applicable)
9. Travel Log (Use if applicable)
10. Inventory Form (Use if applicable)