

### DEPARTMENT OF PLANNING AND DEVELOPMENT HOUSING AND COMMUNITY DEVELOPMENT

446 West Crogan Street, Suite 420 | Lawrenceville, GA 30046 678.518.6008 GwinnettPnD.com

February 7, 2024

Trey King, Mayor City of Dacula 442 Harbins Road Dacula, GA 30019

RE: FFY 2020 CDBG Public Facilities Award Notice

Dear Mayor Trey King:

Thank you for submitting a FFY 2020 application for the Community Development Block Grant (CDBG) program. We are pleased to announce the **City of Dacula** received grant funds in the amount of **\$60.00** to administer the McMillan Road Improvements.

Attached are three copies of your FFY 2020 CDBG Public Facilities Subrecipient Agreement. The termination of this Agreement is **December 31, 2024**. Please sign, date, seal, and return to our office by **April 7, 2024**.

Sherry Akhimie, Program Analyst, will be your primary contact for this grant award. If you have any questions concerning your grant, please contact Sherry Akhimie at 678.518.6073 or via e-mail at <a href="mailto:Sherry.Akhimie@gwinnettcounty.com">Sherry.Akhimie@gwinnettcounty.com</a>.

Sincerely,

Matt Elder

Division Director, Housing and Community Development

# SUBRECIPIENT AGREEMENT FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) PUBLIC FACILITIES: INFRASTRUCTURE IMPROVEMENTS

Between

GWINNETT COUNTY and CITY OF DACULA

Federal Fiscal Year 2020 Funds

HUD GRANT NO:
GWINNETT COUNTY AGREEMENT NO.:

B-20-UC-13-0004 CDBG-PF-CD-201

SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
CFDA # 14.218
BETWEEN
GWINNETT COUNTY, GEORGIA
AND
City of Dacula
442 Harbins Road
Dacula, GA 30019

THIS AGREEMENT, made and entered into on the 6<sup>th</sup> day of February 2024, by and between Gwinnett County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County", and City of Dacula a CDBG subrecipient organization (either a participating municipality in the Gwinnett County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Gwinnett County, Georgia, and/or serving CDBG-eligible residents of Gwinnett County; The approval of the award of CDBG funds included in this Agreement by the County occurred on the 5<sup>th</sup> day of November, 2019 and represents a subaward of federal funds, as defined in 2 CFR 200.92.

#### WITNESSETH:

WHEREAS, Gwinnett County has received an FFY 2020 Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, \$60.00, from FFY 2020 CDBG funds has been awarded to the Subrecipient; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable; and with the applicable and non-applicable regulations included in Exhibit 6.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

- Use of Funds The Subrecipient shall expend all or any part of its CDBG allocation only on those activities
  contained in the Scope of Services of this Agreement, which activities Gwinnett County Housing and
  Community Development shall determine to be eligible for CDBG funds, and shall notify the Subrecipient
  in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination
  of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than
  December 31, 2024.
- 2. A. **Uniform Administrative Requirements** The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and in all sections of 2 CFR 200, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

- B. Other Program Requirements The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 570.614, as applicable to the Subrecipient's activity(s).
- 3. **Procurement** The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with 2 CFR 200 Part 200.317 200.326, the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [2 CFR 200, as applicable, and 24 CFR 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Subrecipient Agreement shall be returned to the County for signature by the Chairman of the Gwinnett County Board of Commissioners.

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above-described procurement requirements.

- 4. Property Acquisition and Relocation Services The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years)]. Lease requirements are addressed in Section 18 of this Agreement. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, 5, and/or 6.
- 5. **"Force Account" Work** The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs as prescribed by the County.
- 6. A. Financial Record Keeping The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 24 CFR 570.503(B)2, as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County or its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gwinnett County CDBG Program are specified in Section 19 of this Agreement.
  - B. **Programmatic Record Keeping/Reporting** For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 10th calendar

day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

- 7. Subrecipient's Obligation The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.
- 8. "Hold Harmless" The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees, and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
- 9. **Funding** The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.
- 10. **Environmental Clearance** The County shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the County to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in this Agreement.

11. Wage Rates - The County shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

- 12. **Technical Assistance** The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and onsite assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.
- 13. **Review Authority** The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
- 14. **Agreement Suspension and Termination** In accordance with the provisions of 2 CFR 200.338 200.342, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert to the County.
- 15. **Agreement Amendment(s)** This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement 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 authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in written form to Gwinnett County Housing and Community Development in a format prescribed by the Division. If an amendment to the Gwinnett County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
- 16. **Effective Date and Termination Date** The effective date of this Agreement is the date specified on Page 1 of this Agreement. The termination date of this Agreement is **December 31, 2024**.
- 17. **Program Income** If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
  - A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
  - B. Any such program income must be paid to the County within seven calendar days following the end of the month in which the program income is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
  - C. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
  - D. In the event of close out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close out or change in status shall be paid to the County within thirty

- (30) calendar days of the official date of the close out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.
- 18. **Real Property** The Subrecipient shall comply with the following standards contained in 2 CFR 200.310 200.311 for all activities involving real property. The following standards shall also apply to real property (within the control of the Subrecipient) acquired or improved, in whole or in part, using CDBG funds. The standards are:
  - A. The Subrecipient shall inform the County, in writing, at least thirty (30) calendar days prior to any modification or change in the use of the real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition;

#### B. Change in Real Property Status

1. Sale of Property - The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership (title) to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership (title) to another entity that does not continue to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to repay to the County's CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, prior to such sale of CDBG-assisted property the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers ownership (title) to the property at a point in time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

- 2. Change in Use of Property The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:
  - (a) If the Subrecipient proposes to change the use of the property to an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. However, prior to such change in use the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice of and opportunity to comment on the proposed change in use, as required by 24 CFR 570.505.
  - (b) If the Subrecipient proposes to change the use of the property to an activity that does not meet a CDBG National Objective or is not an eligible CDBG activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market value of the property as adjusted for non-CDBG funds. However, prior to such change in use the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

- (c) If the Subrecipient proposes to change the use of the property at a point-in-time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.
- C. Any program income generated from the disposition or transfer of property prior to or subsequent to the closeout, change of status or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.
- D. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity which is to be carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Exhibit 4. Said lease agreement must contain, at a minimum, the following items and other items determined by the County to be applicable to the specific lease:
  - (1) The beginning and ending dates of the lease (at least five (5) years to be eligible for CDBG funding assistance).
  - (2) Identification of the parties to the lease; i.e., the Lessor shall be the County and the Lessee shall be the Subrecipient.
  - (3) Identification of the precise land parcel(s) and/or structure(s), which constitute the subject of the lease.
  - (4) Identification of the CDBG-eligible use of the real property(s) and/or structure(s).
  - (5) A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.
  - (6) The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.
  - (7) The lease must contain maintenance of property statement indicating that the property(s) and/or structure(s) which is the subject of the lease agreement will be maintained in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.
  - (8) The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and to this Subrecipient Agreement.
  - (9) The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s) which is the subject of the lease.
  - (10) The lease must contain an indemnification statement, as specified by the County.
  - (11) The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.
  - (12) The lease may contain special conditions unique to the specific lessor/lessee circumstances and/or unique to the specific property(s) and/or structure(s).
- E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease (minimum

fifteen (15) years) must be executed which meets the standards specified in Section 18(d), above. However, prior to execution of said lease, the County must approve the form and content of the Lease Agreement to ensure its compliance with the terms of this Agreement.

- F. Private non-profit subrecipient organizations must also execute a real property use document(s) with the County. Such a document(s) provides the County with a mechanism to ensure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.
- G. In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG Program at the time of such an occurrence, and as specified by this Agreement. The real property-use documents referenced, herein, shall be appended to this Agreement and shall constitute Exhibit 5.
- 19. Audits The Subrecipient agrees to comply with the requirements of:
  - A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
  - B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments, and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR 200.500 200.513. If a Subrecipient's expenditures trigger the requirement to prepare a Single Audit, three (3) copies of the audit must be submitted to the County not later than six (6) months following the final date of the Subrecipient's fiscal year that is the subject of the audit.

If the minimum monetary amounts requiring the preparation of the Single Audit, as stated in 2 CFR 200.501, are not to be triggered, the Subrecipient shall provide to Gwinnett County Housing and Community Development three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than nine (9) months following the close of each such year. The independent audit, which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall conform to the Gwinnett County Audit Standards, described in Section 19.C. of this Agreement.

C. Gwinnett County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply

Because Gwinnett County is responsible for any grant funds provided to all subrecipients, any organizations or cities which expend a total of more than \$0.00, but less than \$500,000.00 of CDBG funds, in any fiscal year from this agreement must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

(1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR 200.500 – 200.520 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gwinnett County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;

- (2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- (3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- (4) Gwinnett County shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- (5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gwinnett County that these reportable conditions exist;
- (6) At each fiscal year end, the Subrecipient shall submit to Gwinnett County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gwinnett County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gwinnett County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally required and Gwinnett County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send three (3) copies of its Single Audit Report or independent auditor's report to Gwinnett County Housing and Community Development as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to Gwinnett County Housing and Community Development Office later than nine (9) months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The County reserves the right to recover from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gwinnett County's independent auditor as a part of their review of the Subrecipient's audit.

The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations] and 2 CFR 200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from Gwinnett County Housing and Community Development, upon request.

#### 20. Faith-based activities

- A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- B. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- C. A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- D. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- E. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85). If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.
- F. In accordance with 24 CFR 570.607 Employment and contracting opportunities, as amended by 68 FR 56404, Page 53405, to the extent that they are otherwise applicable, the Subrecipient shall comply with: Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964–1965 Comp. p. 339); 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and (b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701(u) and implementing regulations at 24 CFR part 135.

- 21. **Recognition of CDBG Program Funding from Gwinnett County** The Subrecipient shall ensure that the Gwinnett County Board of Commissioners' Community Development Block Grant Program is provided proper recognition, as follows:
  - (1) CDBG Public Facilities, Capital Public Services Projects, Other Funded Activities
    - a. Subrecipient will affix proper signage in a prominent location inside/outside of the administrative offices and outside of all project sites, which signage will include language recognizing the role of Gwinnett County and its CDBG funds in the acquisition, and/or construction and/or rehabilitation of the public facility or of the purchase of capital equipment, or other CDBG funded activities.
    - b. Subrecipient will have as its contact point with Gwinnett County Housing and Community Development to arrange any events related to project groundbreaking, dedications, or similar ceremonies for activities receiving Gwinnett County CDBG Program funds; and, the Subrecipient agrees to provide Gwinnett County Housing and Community Development with adequate lead time to permit proper planning and scheduling for such events. Event notifications to Gwinnett County Housing and Community Development should occur not less than six (6) weeks prior to the date of any event, to permit adequate event planning and scheduling.
    - c. Subrecipient agrees to contact Gwinnett County Housing and Community Development to arrange such events, rather than contacting the Gwinnett County Board of Commissioners, directly, individually, or collectively, to initiate or arrange such events. This procedure is being used by Gwinnett County government to avoid scheduling conflicts, and to provide a consistent method of planning all such events.
    - d. Subrecipient agrees to schedule such events on days other than regular meeting days [Tuesdays] of the Gwinnett County Board of Commissioners or to schedule such events late in the afternoon on Tuesday meeting days of the Gwinnett County Board of Commissioners.
    - e. Subrecipient agrees that all reports, media releases, media stories, media articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the financial support provided by the Gwinnett County Board of Commissioners, through Gwinnett County CDBG Program funds.
- 22. **Conflict of Interest** In accordance to 2 CFR 200.317 and 200.318, no person who is an employee, agent, consultant, officer, or elected or appointed official of a Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, 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 or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Subrecipients will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds awarded through this Agreement if a conflict of interest, real or apparent, would be involved.

Subrecipients must be mindful of any relationship employees, officials, board members, consultants, and/or volunteers may have with Gwinnett County employees, board members, consultants, or elected officials, where a real or apparent conflict of interest that might be realized or perceived with respect to

a CDBG funded project or activity awarded through this Agreement. All relationships between representatives of the Subrecipient and Gwinnett County must be transparent and must comply with Gwinnett County's Code of Ethics. This Code was developed by the County to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are compatible with the best interests of the County. The Code directs disclosure by such officials and employees of private financial or other interests in matters affecting the County and by directing disclosure of their business relationships. Subrecipient officials who carefully follow the Gwinnett County Code of Ethics and the language of this Section are less likely to have conducted themselves or participated in activities which can be construed as real or apparent conflicts of interest.

If any situation arguably falls within the conflicts prohibited by 2 CFR 200.112 or 24 CFR 570.611 the Subrecipient should immediately contact Gwinnett County Housing and Community Development for guidance. Copies of the Gwinnett County Code of Ethics are available from Gwinnett County Housing and Community Development.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures the year and dates specified below and the Official Seal of the Subrecipient has been affixed.

FOR: City of Dacula:	FOR: GWINNETT COUNTY:						
Signature	Signature						
Trey King, Mayor	Buffy Alexzulian, Director						
	Gwinnett County Department of Financial Services						
Signature Date	Signature Date						
	Signature						
	Matthew Elder, Division Director						
[Impress Corporate Seal Here]	Gwinnett County Housing and Community  Development						
	Signature Date						
ATTEST:	ATTEST:						
Signature	Signature						
Brittni Nix, City Administrator	Tina King, County Clerk						
Cignatura Data	Oi-marking Data						
Signature Date	Signature Date						
Approved: Subrecipient Governing Body	Approved: Gwinnett County Board of Commissioners						
Date of Approval	Date of Approval: February 6, 2024						

[See Also Attached Exhibit(s)] Note: No Signatures shall be placed within this document on a date prior to action by the governing board of the Subrecipient, approving acceptance of these funds, and authorizing execution of this document. The Resolution of the Governing Board is presented in Exhibit 1.

#### RESOLUTION OF THE GOVERNING BOARD

#### City of Dacula

WHEREAS, **City of Dacula** requested FFY 2020 Community Development Block Grant [CDBG] Program funding from the Gwinnett County Board of Commissioners; and

WHEREAS, the Gwinnett County Board of Commissioners has awarded **\$60.00** from FFY 2020 CDBG Program funds to **City of Dacula** for **McMillan Road Improvements.** 

NOW, THEREFORE, the Governing Board of **City of Dacula** does hereby resolve and authorize the following, as a result of an affirmative majority vote of the Governing Board at a meeting of said Governing Board which was held on \_\_\_\_\_\_\_.

#### **Date of Governing Board Action**

- 1. Acceptance of an FFY 2020 Community Development Block Grant [CDBG] Program award of \$60.00 from the Gwinnett County Board of Commissioners to City of Dacula.
- 2. Authorize the **Mayor** and the **City Administrator** of the Subrecipient's Governing Board to execute the Community Development Block Grant [CDBG] Program Subrecipient Agreement used by Gwinnett County to award the CDBG Program funds to **City of Dacula.**

Certified as accurate and true:	
Signature - Trey King, Mayor	
Signature Date	

[IMPRESS CORPORATE SEAL HERE]

### EXHIBIT 1 CERTIFICATIONS

### EXHIBIT 1 COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gwinnett County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and-moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
  - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
  - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gwinnett County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
  - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
  - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;

- (k) Its notification, inspection, testing, and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (I) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606;
- (m) It has adopted and is enforcing:
  - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
  - 1. 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;
  - 2. 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
  - 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
  - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 2. Establishing an ongoing drug-free awareness program to inform employees about
    - a. The dangers of drug abuse in the workplace;
    - b. The grantee's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph I;
- 4. Notifying the employee in the statement required by subparagraph 1 that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

City of Dacula 442 Harbins Road Dacula, GA 30019

(p) It will comply with the other provisions of the Act and with other applicable laws.

[CDBG CERTIFICATION SIGNATURE PAGE - PROVIDED ON NEXT PAGE]

# COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

#### SUBRECIPIENT SIGNATURE PAGE

SIGN:
Signature - Subrecipient Chief Elected Official/Board Chair/Other Authorized Official
Trey King
Name - Subrecipient Chief Elected Official/Board Chair/Other Authorized Official
Mayor
Title
Signature Date
ATTENT
ATTEST:
Cignoture of Darcon Attactive Circulated Co.
Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair
Brittni Nix
Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair
City Administrator
Title
Date of Attesting Person's Signature

#### APPENDIX TO CDBG CERTIFICATIONS

#### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

#### A. Lobbying Certification - Paragraph n

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. Code. 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.

#### B. Drug-Free Workplace Certification - Paragraph o

- 1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
- 2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- 3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
- 4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
- 5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
- 6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:
  - a. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
  - b. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
  - c. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
  - d. "Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

## EXHIBIT 2 SCOPE OF SERVICES

#### **SCOPE OF SERVICES**

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency:	City of Dacula					
Activity Name:	McMillian Road Improvements					
Gwinnett Co. CDBG Objective(s):	and the contents					
CDBG Eligibility Citation:	570.201(c)					
CDBG National Objective Citation:	570.208(a)2					
HUD CDBG Activity Type:	03K					
HUD CDBG Activity Name:	Street Improvements					
HUD IDIS Number:	XXXX					
HUD Objective:	Suitable Living Environment					
HUD Outcome:	Improving Sustainability					

#### **ACTIVITY DESCRIPTION**

CDBG funds were awarded to the City of Dacula for the project titled **McMillian Road Improvments**, in the amount of **\$60.00** for Infrastructure Improvement activities as defined in Table 1 in the Activity Description Section of this Exhibit. The Subrecipient shall contribute non-CDBG funds for this activity, if needed, to permit the project to be completed by the termination date, **December 31, 2024**.

#### **Expenditure Requirements**

Gwinnett County reserves the right to recapture CDBG grant funds based on the time periods and expenditure rate schedule for grant amounts set forth in this agreement.

Expenditure Period	Expenditure Rate
February 2024 – March 2024	0-25%
April 2024 – June 2024	26-50%
July 2024 – September 2024	51-75%
October 2024 – December 2024	76-100%

#### **Beneficiary Requirements**

The Subrecipient shall use the CDBG funds, and other non-CDBG funds, if needed, to carry out eligible activities based on the approved budget. Total persons to be served: **795** of whom **795** [**100%**] CDBG income eligible as defined by CDBG Program. At least 51% of the households served must have total household incomes - from all Households living in their respective households - which do not exceed the CDBG Maximum Income Limits applicable at the time the service is provided.

#### **General Requirements**

A **Monthly Report** shall be submitted by the **10**<sup>th</sup> **calendar day of the month** following the initial month of operation to Gwinnett County Housing & Community Development. One copy of each monthly report shall be emailed <a href="mailto:cdbgps@gwinnettcounty.com">cdbgps@gwinnettcounty.com</a> by the 10<sup>th</sup> calendar day of each month for all months CDBG Public Service funds are being utilized (for services provided during the prior month). The Subrecipient may stop submitting Monthly Service Reports once all Gwinnett County CDBG Public Service funds have been expended,

reimbursement has been requested, and the beneficiary goal listed above is met. The monthly report shall be retained in the Subrecipient's files and filed with Gwinnett County Housing and Community Development. The beneficiary data must be received from the Subrecipient to permit Gwinnett County to record services delivered by the Subrecipient into the HUD Integrated Disbursement and Information System, or any successor or replacement computer system at HUD.

Funds from these grant awards shall not be used to provide any services not associated with activities identified in this Scope of Services. No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity. Any changes in this agreement shall be requested by the Subrecipient, in writing, and must be approved by Gwinnett County.

The information obtained from the monthly Subrecipient reports will be compiled by Gwinnett County Housing and Community Development and will be reported to local elected officials and managers to document the impact of CDBG job creation/retention and to catalogue the actual non-CDBG funding leveraged by the CDBG expenditures.

#### **Reimbursement Process**

Each request for reimbursement for **Infrastructure Improvements** must be submitted to Gwinnett County Housing and Community Development, which shall review and recommend reimbursement to the Subrecipient by the Gwinnett County Department of Financial Services.

Each request for reimbursement submitted to Gwinnett County Housing and Community Development by the Subrecipient shall consist of:

- (1) A letter from your agency requesting reimbursement, identifying the activity and the amount of reimbursement requested; and
- (2) Copies of vendor(s) invoices, your agency's payment voucher(s) (if used by your agency), and your agency's check(s) issued to vendor(s) for expenditures contained in the requests for reimbursement; and
- (3) All payments to vendors(s) shall be reviewed and approved, in writing, by an authorized official of the Subrecipient; and
- (4) No reimbursement requests shall be submitted to Gwinnett County Housing and Community Development without the review and written approval by an authorized official of the Subrecipient; and
- (5) No reimbursement requests shall be submitted to Gwinnett County Housing and Community Development until the Subrecipient has issued its check(s) payable to the vendor(s) identified in the requests for reimbursement.
- (6) The Subrecipient shall maintain documentation in its files to substantiate all expenditures/reimbursement requests, and to demonstrate that it has followed its written procurement procedures [see Item 3, of this Agreement] to obtain the goods and/or services associated with the completion of the activity identified in this Scope of Services.



# GWINNETT COUNTY HOUSING & COMMUNITY DEVELOPMENT **MONTHLY EXPENDITURE REPORT**

#### Submit this form by the 10<sup>th</sup> of each month, for the month prior.

Approved FFY2020 CDBG	Budget:	\$60.00									
			rganization	Information							
Subrecipient:		City of Dacu	City of Dacula								
Address:	dress: 442 Harbins Road, Dacula, Georgia 30019										
Project Description:	McMillan Road Improvements										
Vendor Number:			Contract Nu	mber:					3		
Invoice Date:											
Invoice Number:											
	pproved Prior		formation Curre	nt	0			T 5			
Budget Categories		Budget	Expenses	Expens				100 to 100		Remaining Budget	
										9	
A. Labor & Materials	terials										
B. Design Services		No.									
C. Construction Supervision											
D.											
E.											
Tota	al:										
Subrecipient Signature:							Date	e:			
WDO EL				Development							
WBS Element	Shop	ping Cart # Purcl		se Order #	Goods Receipt		#	Voucher		her #	
Drogram (Value	010										
Program/Year	Cost Ce	enter Routing		nt Method	Single Check Yes No					ocess Type	
			Check	Check EFT		No		FV60 MIR		MIRO	
HCD Program Analyst Signature:							Date	:			
HCD Financial Analyst Sign											
ilialiciai Alialyst Sigil						Date	:				



### GWINNETT COUNTY HOUSING & COMMUNITY DEVELOPMENT

### MONTHLY BENEFICIARY REPORT

Submit this form by the 10th of each month, for the month prior. Only report new households and individuals each month.

				Informatio		r nousenoids and	· marriada	s cacii iiioi	iui.
Agency Name:	City of Da	acula	Grant	iiioiiiatio	711				
Activity Name:	McMillan Road Improvements								
Activity Description:	Street Improvements								
IDIS #:	01.001111	provernento							
Matrix Code:	03K								
Month/Year:	0010								
Wientry Tear.									
1. New Households Se	rved by In	come Groups -	% of Med	dian House	ahold Ind	come			
		or or out	70 OI WICK	alaii i loust	enoid in	Come	Numbe	r of House	holdo
A. New Households Served [Extremely Low Income: 0% - 30% Median Household Income]								oi nouse	noius
B. New Households Se	rved [Very	Low Income: 31	1% - 50%	Median H	ousehol	d Incomel			
C. New Households Se	rved [Low	Income: 51% - 8	80% Med	ian Housel	hold Inco	ome]			
D. New Households Se	rved [Over	80% Median Ho	ousehold	Income]					
						Total:			
O New Judicial LO									
2. New Individuals Serv		d by Race/Sex/	Ethnicity						
Ka	ace			Sex	T		Ethnicity		
			Male	Female	Other	Hispanic/Latir	o Non-Hispanic/ Non-Latino		Other
A. White									
B. Black/African Americ	can								
C. Asian	-1 NI								
D. American Indian/Ala						*			
E. Native Hawaiian/Other	er Pacific I	slander							
F. Multi-Racial/Other		Total							
		Total:							
3. New Female Head of	Househol	ds Served							
4. Presumed Benefit Gr									
A Eldorly 601 (0 : 0	Presume	ed Benefit Group	) (Income	Group)		-	Number Served		
A. Elderly - 62+ (Senior Ce	nter: LI, Non-	Senior Center: VLI)				_			
<ul><li>B. Severely Disabled (VL)</li><li>C. Homeless Persons (E</li></ul>									
D. Abused Spouses (VLI)									
E. Abused/Neglected Ch									
F. Illiterate Adults (VLI)	maren (vi.	)							
G. Persons Living with A	JDS (VIII)								
H. Migrant Farm Worker									
- mgrant rann tronter	O (VLI)					Total:			
						i Otai.			
Subrecipient Signature:							Date:		
	•								
HCD Program Analyst Si	gnature:						Date:		

### GWINNETT COUNTY CDBG PROGRAM MONTHLY SERVICES NARRATIVE

#### Submit by 10th Calendar Day After Month Ends

**Provide Narrative Describing Monthly Accomplishments:** 

## EXHIBIT 3 AGREEMENT AMENDMENTS

[Not Applicable to this Subrecipient Agreement]

#### **LEASE AGREEMENT**

[Not Applicable to this Subrecipient Agreement]

#### PROPERTY USE REQUIREMENTS

[Not Applicable to this Subrecipient Agreement]

#### **FEDERAL REGULATIONS**

2 CFR Part 200

"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"

24 CFR Part 58

"Environmental Review Procedures"

24 CFR Part 570

"Community Development Block Grant"