

HUD PROJECT GRANT NO: **B-26-UC-13-0005**

SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
CLAYTON COUNTY, GEORGIA

AND

CITY OF JONESBORO

FOR

BATTLEGROUND PLAYGROUND IMPROVEMENTS

THIS AGREEMENT, entered this **July 1, 2026**, by and between Clayton 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 or Grantee", and **City of Jonesboro**, hereinafter referred to as the "Subrecipient," located within the confines of the Clayton County, Georgia, and/or serving CDBG-eligible residents of Clayton County;

WITNESSETH:

WHEREAS, the County has received a PY2026 Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, **\$197,814.00** from Federal PY 2026; and through this Agreement, **must be expended not later than December 31, 2027**; and CDBG funds have been appropriated by the Clayton County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG-eligible by the County (**BATTLEGROUND PLAYGROUND IMPROVEMENTS**). The Grantee reserves the right to recapture the funds if the County finds that any or all of the CDBG funds described in this Agreement are not expended accordingly.

NOW, THEREFORE, it is agreed between the parties hereto that; See Exhibits submitted by the subrecipient during the application process. These are attached and made apart hereof:

EXHIBIT 1	BUDGET AND PAYMENTS
EXHIBIT 2	MANDATED REPORTS
EXHIBIT 3	PROCUREMENT
EXHIBIT 4	AGREEMENT AMENDMENTS

I. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants, CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

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 Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. "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.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement. Subrecipient shall require that its insurance carrier notify the County in the event the insurance cancelled. Subrecipient shall provide the Grantee with proof of worker's compensation insurance.

E. Insurance & Bonding

The Subrecipient 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.

The Subrecipient shall comply with the requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance and with the requirements of the Clayton County Procurement Policy. **(Proof of Insurance required)**

F. Grantee Recognition

The Subrecipient shall insure 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 Subrecipient will include a reference to the

support provided herein in all publications made possible with funds made available under this Agreement.

G. 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 6, 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 the Clayton County Office of Grants Administration, in a format prescribed by the Clayton County Office of Grants Administration. If an amendment to the County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps, which must be taken to affect such a Consolidated Plan amendment.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 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 Subrecipient shall administer its program in conformance with OMB Circular 2 CFR 200 Subpart E—Cost Principles as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping/Reporting

1. The Subrecipient shall assign “key personnel” to be allocated to each activity as identified in their application and specified below:
 - a. Financial Management
 - b. Documentation and Record Keeping/Reporting
 - c. Project Management
 - d. Compliance Monitoring
 - e. Procurement

Any changes in the key personnel positions assigned or their general responsibilities under this project are subject to the prior approval of the Grantee based on capacity of personnel.

C. Financial Record Keeping

The SUBRECIPIENT shall comply with the requirements of OMB Circular 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and 2 CFR Part 200.34 in regard to any bid guarantees, performance bonds, and payment bonds. 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 U.S. Department of Housing and Urban Development disallowing such expenditures, the County reserves the right to recover from the Subrecipient other monies to fund such disallowed CDBG expenditures.

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
6. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

D. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) 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 on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

E. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the law of the State of Georgia, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

F. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

G. Audits & Inspections

The Subrecipient agrees to comply with the requirements of:

1. The "Government Auditing Standards [The Yellow Book] 2011 Revision," issued by the Comptroller General, United States General Accounting Office.
2. 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 non-profit organizations which receive less than \$750,000 of 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 OMB Circular 2 CFR 200 Subpart F—Audit Requirements.
3. Subrecipients that expend \$750,000 or more in federal awards during the recipient's fiscal year must have a program specific audit conducted for that year in accordance with the provisions of Subpart F, Audit Requirements. Recipients that provide federal awards to subrecipients are referred to as "pass-through entities". A subrecipient must also have a program specific audit if it meets the \$750,000 expenditure threshold. Pass-through entities are required by 2CFR 200.331 to ensure compliance with Subpart F.

4. The Subrecipients that receive CDBG funds shall provide to the Clayton County Office of Grants Administration one (1) copy 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.
5. Clayton County shall periodically perform program reviews of Subrecipient financial records and systems not less 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;
6. 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 Clayton County that these reportable conditions exist;
7. At each fiscal year end, the Subrecipient shall submit to Clayton County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Clayton 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 this Agreement shall govern the Subrecipient's responsibilities to Clayton County.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, 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 cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

H. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

I. Procurement

1. Compliance

The Subrecipient shall be responsible for the 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 Subpart D and all provisions of the CDBG Regulations 24 CFR Part 570 [See Exhibit 3].

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 [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR 570] and CC Procurement Requirements. A Board Resolution of said procurement procedures and evidence of governing board adoption of the procedures shall be submitted to the County prior to proceeding with any activity.

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 insure compliance with the above described procurement requirements.

All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for travel outside the metropolitan Atlanta area when using funds provided under this Agreement.

J. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall comply with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the Grantee deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, then the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

III. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may preempt optional policies upon written notice to subrecipients. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

IV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all laws and 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.

2. Nondiscrimination

The Subrecipient 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 HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient 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 Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Drug-free Workplace

1. Sub grantee will provide a drug-free workplace by:

- a. 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;
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. 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 Section IX (B) (7)(a).
- d. Notifying the employee in the statement required by Section IX(B)(7)(a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. 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 calendar days after such conviction;
 - iii. Notifying the agency in writing, within ten calendar days after receiving notice under Section IX(B)(7)(d)(2) 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;
 - iv. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d (2), with respect to any employee who is so convicted-
 - v. 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
 - vi. 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;
 - vii. Workplace 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. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. 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).
- e. Subrecipient's attention is called, in particular, to the following definitions:
 - i. "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);
 - ii. "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;
 - iii. "Criminal drug statute" means a Federal or non-Federal criminal statute involving

the manufacture, distribution, dispensing, use, or possession of any controlled substance;

- iv. “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).

C. Drug-Free Workplace Certification

The certification set out in Section IX (B) (7) 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.

D. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

- a. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- b. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve

the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipient and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient 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 Subrecipient shall maintain and provide a copy to County of written code/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 Subrecipient 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 CDBG-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 CDBG-assisted activity, or with respect to the proceeds from the CDBG-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 Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient 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 (d) 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 Subrecipients 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 Subrecipient 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.

V. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior

to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

VI. SCOPE OF WORK

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 Work detailed below, and with any amendments to this Agreement.

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:

- A. Principal Tasks/Program Delivery: Describe the activity to be undertaken include that products and services are to be performed; from whom they are to be provided, and the location of the activity.

The City of Jonesboro will implement the Battleground Park Playground Improvements project located at 209 Lake Jodeco Road, Jonesboro, Georgia. The project will provide public facility improvements that benefit low-moderate income residents within Clayton County through the renovation and modernization of an existing community park and playground facility.

Activities to be completed include: Installation of new ADA-accessible playground equipment, replacement of aging and unsafe play structures, installation of ADA-compliant safety surfacing; improvements to restroom accessibility and ADA compliance, installation of walking paths and accessibility routes, addition of shade structures, benches and park amenities, site grading, drainage and landscaping improvements, safety and lighting upgrades to improve visibility and park security. The project is intended to improve recreational access, increase public safety, enhance accessibility for persons with disabilities, and provide inclusive outdoor recreational opportunities for residents of Jonesboro and Clayton County.

Levels of Performance - The Subrecipient agrees to provide the following levels of program services:

Level I

Objective – Improve accessibility and ADA compliance at Battleground Park.

Strategy- Install ADA compliant playground equipment, accessible surfacing restroom upgrades and barrier free access routes throughout the park.

Measure – Completion of ADA compliant improvements to playground areas, restroom facilities, and park pathways.

Level II

Objective – Enhance public safety and usability of park facilities.

Strategy- Replace outdated recreational infrastructure and install upgraded lighting, safety surfacing, and related site improvements.

Measure – Completion of new playground installation, safety surfacing, and lighting enhancements.

Level III

Objective – Increase recreational opportunities and quality of life for low-moderate income residents.

Strategy- Replace modern, inclusive recreational amenities that support youth, families, seniors and residents with disabilities.

Measure – Increased access to safe and inclusive recreational facilities serving approximately 10,000 residents, including 7,000 low/moderate-income beneficiaries.

B. Total Number of Low/Moderate-Income Persons or Households Served: 10,000

VII. 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.

VIII. 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.

IX. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient 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.

X. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient 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 Subrecipient with respect to this Agreement.

XI. NOTICE

Written notice under this Agreement shall be provided as follows:

For the COUNTY: Clayton County Office of Grants Administration
1671 Adamson Parkway, Suite 101
Morrow, GA 30260

For the SUBRECIPIENT: City of Jonesboro
1859 City Center Way
Jonesboro, GA 30236

[Signature continue on following page]

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below and the respective Official Seals of the Subrecipient and of Clayton County have been affixed:

FOR THE SUBRECIPIENT:

City of Jonesboro
1859 City Center Way
Jonesboro, GA 30236

FOR CLAYTON COUNTY:

Clayton County Office of Grants Administration
1671 Adamson Parkway, Ste. 101
Morrow, Georgia 30260

By _____

Donya Sartor, Mayor
City of Jonesboro, GA

(Signature Date)

By _____

Dr. Alieka Anderson-Henry, Chairwoman
Clayton County Board of Commissioners

(Signature Date)

By _____

Linda Boswell, Grants Administrator
Clayton County Office of Grants Administration

(Signature Date)

[Impress City or Corp. Seal Here]

[Impress Clayton County Seal Here]

ATTEST:

By _____

(Print Name and Title)

(Signature Date)

ATTEST:

By _____

Marcia Davis, Clerk
Board of Commissioners

(Signature Date)

Date Approved: Subrecipient Governing
Body: _____

Award Approved: Board of Commissioners Per
Minutes Dated: April 21, 2026

EXHIBITS

EXHIBIT 1
LINE ITEM BUDGET

A. Budget

The Subrecipient has provided the following to the Grantee with a project budget as outlined below. Under this Agreement, the Subrecipient shall provide documentation of all approved budget line items included herein. Where applicable, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Approved Budget Line Items	Requested Budget Amount	Description of Budget Item
DIRECT PROGRAM EXPENSES		
Total Program Staff Salaries	\$0.00	
Total Fringe Benefits	\$0.00	
Contractor, Consultant Invoices	\$10,314.00	
Architectural/Engineering Costs	\$12,500.00	
Infrastructure/Facility Improvements	\$155,000.00	
Program/Project Supplies & Materials	\$20,000.00	
Travel/Mileage (\$.54/mile)	\$0.00	
CDBG Homeless Prevention Services (e.g. rent, deposits, utility payments)	\$0.00	
Other CDBG Essential Services (e.g. childcare, employment, health, transportation, etc.)	\$0.00	
PROGRAM OPERATING EXPENSES		
Office Rents:	\$0.00	
Utilities:	\$0.00	
Telephone/Communications:	\$0.00	
Payroll, Audit & Accounting:	\$0.00	
Conferences and Trainings:	\$0.00	
Insurances/Bonding:	\$0.00	
Printing/Reproduction:	\$0.00	
Equipment:	\$0.00	
TOTAL	\$197,814.00	

ASSIGNED PERSONNEL

Employee and/or Consultant Name	Project Role/Responsibility	Rate of Pay (Hourly or Salary)	Fringe Benefit Cost	Total Budget Cost Assigned to Project
N/A				

B. Budget Modifications

Any amendments to the budget must be requested in writing by both the Subrecipient and approved in writing by the Grantee.

C. Payments

1. Payment of funding is provided on a reimbursable basis, whereby the Subrecipient is must submit a formal request for payment to the Grantee, along with copies of vendor's invoices and other supporting documents related to project expenditures (see Attachment A).
2. Requests for payment shall be submitted on the first Tuesday of each month. Upon receipt, the Grantee shall review all documentation and submit the request to the Clayton County Finance Department whereby final payment shall be forwarded to the Subrecipient within 30 days of approval.
3. Allowable costs shall mean those necessary and proper costs identified in this Agreement and approved by the County, unless any or the United States Department of Housing and Urban Development disallows all such costs.
4. Any payments made under this Agreement must comply with the applicable requirements of the CDBG, HOME and/or ESG programs. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for reimbursement of eligible costs, which is at the time the Subrecipient, issues a check to the vendor/payee. The amount of each request must be limited to the amount expended for the work submitted on each respective payment request.
5. Payment requests shall be submitted to:

**Clayton County Office of Grants Administration
ATTN: Sr. Program Specialist – CDBG/HOME
1671 Adamson Parkway, Ste. 101
Morrow, Georgia 30260**

ATTACHMENT A
SUBRECIPIENT PAYMENT REQUEST FORM
 Clayton County Office of Grants Administration

DATE OF REQUEST:**SECTION 1: Subrecipient Information**

Organization: City of Jonesboro
 Address: 1859 City Center Way, Jonesboro, GA 30236
 Grant #: B-26-UC-13-0005
 Initial Grant Award: \$197,814.00 Expiration Date: December 31, 2027

SECTION 2: Payment Details

Current funds available: _____ *Amount of this request:* _____
 Balance After Request: _____
 Description of expenditures: _____
 Make Checks Payable To: (If different than subrecipient)

SECTION 3: Approved Budget Line Items

Approved Budget Line Items	Approved Budget Amount	Current Balance	Amount of Current Request	Remaining Balance After Draw
DIRECT PROGRAM EXPENSES				
Total Program Staff Salaries	\$	\$	\$	\$
Total Fringe Benefits	\$	\$	\$	\$
Contractor, Consultant Invoices	\$	\$	\$	\$
Architectural/Engineering Costs	\$	\$	\$	\$
Infrastructure/Facility Improvements	\$	\$	\$	\$
Program Supplies & Materials	\$	\$	\$	\$
Travel/Mileage (\$.575/mile max.)	\$	\$	\$	\$
CDBG Homeless Prevention (e.g. rent deposits, utility payments)	\$	\$	\$	\$
Other CDBG Essential Services (e.g. childcare, employment, health, transportation, etc.)	\$	\$	\$	\$
Office Rents:	\$	\$	\$	\$
Office Supplies and Materials	\$	\$	\$	\$
Utilities:	\$	\$	\$	\$
Postage	\$	\$	\$	\$
Telephone/Communications:	\$	\$	\$	\$
Payroll, Audit & Accounting:	\$	\$	\$	\$
Conferences and Trainings:	\$	\$	\$	\$
Insurances/Bonding:	\$	\$	\$	\$
Printing/Reproduction:	\$	\$	\$	\$
Equipment:	\$	\$	\$	\$
TOTAL	\$0.00			

ASSIGNED PERSONNEL EXPENSES

Employee and/or Consultant Name	Total Budget Cost	Current Balance	Amount Of Request	Remaining Balance	Total Fringe Benefit Cost	Current Balance	Amount Of Request	Remaining Balance

SECTION 4: Match Fund (if applicable)

Matching Fund Source	Total Allocated to Project	Current Amount Expended	Remaining Match

SECTION 5: Certification

By signing this request for payment, I certify that:

- This organization is fully in compliance with all requirements detailed in the subrecipient agreement;
- All required backup documentation is on file and will be available for inspection for a period of three years from the date of the final disbursement of funds under this grant;
- The expenditures covered by this request meet all HUD eligibility requirements and comply with all terms and conditions of the subrecipient agreement;
- The amounts are true and correct;
- No part of this request is a duplicate of payment received for any other source, goods or services under this agreement or any other federal program
- This request does not supplant existing funding from other Federal, State or local sources designed to include this expenditure

Authorizing Personnel

 Typed/Printed

 Title of Authorized Personnel

 Signature

 Date

EXHIBIT 2 MANDATED REPORTS

A. Maximum Family/Household Income Limits for Clayton County, Georgia

- Income is Counted for **All** persons living in the household
- HUD changes the income limit yearly, per HUD's fiscal year.
- For HUD's Income limit report, please visit:

https://www.huduser.gov/portal/datasets/fil/il2024/select_Geography.odn

FY 2026 Income Limit Area	FY 2026 Income Limit Category	Persons in Family							
		1	2	3	4	5	6	7	8
Clayton County, GA	Low (80%) Income Limits	\$66,000.00	\$75,400.00	\$84,850.00	\$94,250.00	\$101,800.00	\$109,350.00	\$116,900.00	\$124,450.00
	Very Low (50%) Income Limits	\$41,250.00	\$47,150.00	\$53,050.00	\$58,900.00	\$63,650.00	\$68,350.00	\$73,050.00	\$77,750.00
	Extremely Low (30%) Income Limits	\$24,750.00	\$28,300.00	\$31,850.00	\$35,350.00	\$38,200.00	\$41,050.00	\$43,850.00	\$46,700.00

B. Direct Benefit Activity Report

1. Monthly progress reports will be completed electronically for the duration of the grant activity. Please list below the email address(es) of the staff member(s) that will be responsible for completing the report. Access to the electronic form will be sent via email upon the final execution of the grant agreement.

Primary Email Address:

dsartor@jonesboroga.com

Secondary Email Address:

2. Beneficiary reports shall be completed for the prior month's activities by the 10th of each month during the grant period. All persons served are to be reported only during the 1st month they are served.
3. Retention of monthly beneficiary reports is for a period of 5 years.

EXHIBIT 3 PROCUREMENT

(A.) **Documenting Compliance**

Procurement requirements are made to ensure that supplies, equipment, construction, and services are obtained as efficiently and economically as possible, as well as in a manner that provides open and free competition. In accordance with the federal regulations of 2 CFR 200 Subpart D –Post Federal Award Requirements, the Subrecipient will comply with the following procurement procedures:

1. The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and other documents; and enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance.
2. The Subrecipient must also check and document the federal list of debarred contractors/excluded parties for all contractors prior to awarding contracts.
3. Every agency should keep procurement records that allow an auditor or other interested party to track the specific nature of the goods/services bought with public funds. At a minimum, must keep a description of the procurement procedures used on the project, data on all contracts awarded, and the amount each contract awarded. Records retention at a minimum of 3 years after final payment.
4. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

(B.) **General Requirements for Procurement**

The Subrecipient is required to:

1. Establish written selection procedures for procurement (e.g. Policies & Procedure manual), which provide guidance on:
 - a. A code of conduct for award or administration of contracts
 - b. Procedures for transactions
 - c. Procedures for protest and
 - d. Documenting a system of contract administration.
2. Maintain records on significant history of procurement;
3. Take all necessary affirmative steps to assure that minority firms, women business enterprises, and labor surplus area firms are used when possible.

For Construction Contracts the following regulations are applicable:

- Copeland Anti-Kickback Act, 29 CFR 3
- Compliance with Contract Work Hours & Safety Standards (standards promulgated by the Secretary of Labor, Section 107)
- Davis-Bacon Act (29 CFR part 1,3,5,6, & 7)

- Federal law which established the requirement for paying prevailing wages on public works projects.
- Applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

(C.) **Prohibited Procurement Procedures**

The Subrecipient is restricted from procedures that include:

- “Cost plus a percentage of cost” contracts;
- Making awards made to debarred, suspended, or ineligible parties (check federal list of debarred contractors a (<https://www.sam.gov>) per 2 CFR 200.318(c) (1).
- Exclusions of contractors that develop or draft specifications.

(D.) **Procurement Methods**

There are four types of procurement methods:

1. **Small Purchase Method**

- Per Clayton County, services, supplies or other property do not cost more than the current threshold of \$25,000 and \$150,000 under federal requirements; and
- The Subrecipient must provide receipts of price or rate quotation from at least three qualified vendors.

2. **Competitive Sealed Bid Method**

- Typically used for construction contracts;
- Bids are publicly solicited through formal advertising and a firm fixed-price or lump-sum contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

3. **Competitive Proposal Method**

- Typically used in selection of professional service providers;
- Either a fixed-price or “not-to-exceed” contract is awarded; and
- More than one source submitting proposal.

For competitive proposals, service provider must respond to either:

a. **Request for Proposal (RFP)**

- Must clearly and accurately state the technical requirements for goods and services
- Must **publicize** the RFP and honor reasonable requests by parties to have an opportunity to compete.
- Proposals must be solicited from an adequate (usually 3) number of qualified sources
- Must conduct a technical evaluation of the submitted proposals to identify the responsible offers.
- Award made to responsible bidder whose proposal is most advantageous to project including price

b. **Request for Qualifications (RFQ)**

- Most qualified competitor is selected based on evaluation of qualifications.
- Price is not used as a selection factor
- This approach may be used **only** to purchase architectural and engineering services.

- Cannot be used for other types of services

Noncompetitive or Sole Source Provider Method

- This method is used only under VERY limited circumstances when:
- Items or service is available from one source.
- A project is bid out and only one response comes in, this bidder is acceptable if cost is reasonable. Negotiation of cost is acceptable.
- Used when a public emergency or urgency exists

(E.) Sample of Procurement Posting*****SAMPLE ADVERTISEMENT*****

**ADVERTISEMENT TO BID
CITY OF JONESBORO, GEORGIA
ADA SIDEWALK & CURB CUT PROJECT**

FEBRUARY 28, 2020

The City of Jonesboro, Georgia (the City), invites separate sealed bids for furnishing all materials, labor, tools, equipment and incidentals necessary for the reconstruction of the aforementioned project. The City of Jonesboro, Georgia, herein referred to as the "Owner" will receive sealed bids at Jonesboro City Hall located at: 124 North Avenue, Jonesboro, Georgia 30236 – ATTN: City Clerk, until 4:00 p.m. (local time) on March 30, 2020, at which time, the names of the responders will be read aloud. **Any bid received after 4:00 p.m. on March 30, 2020 will be returned unopened to the submitter(s).**

As a Federally funded project, procurement for this Project is being carried out in compliance with the "Common Rule," 24 CFR 85.36, and with the written procurement requirements of the City of Jonesboro.

The Project consists of the work specified or indicated on the specifications for the Project referenced herein.

A PRE-BID Conference will be held at Jonesboro City Hall, 124 North Avenue, Jonesboro on Friday, March 16th, 2020 at 10:00 a.m., local time. Prospective bidders are encouraged to attend.

City Clerk- Janice Truhan

(F) Construction Contractor Bonding

There are three (3) types of bonds:

1. Bid Bonds

- A guarantee from each bidder equivalent to five percent (5%) of the bid price.
- Submitted in a form that guarantees funds availability
- Checks are returned

2. Performance Bonds

- Required on all public work projects greater than \$100,000
- Bond must be equal to 100% of the contract price
- Must be held for up to one year (1yr) after date of completion.

3. Payment Bonds

- Required on all public work projects greater than \$100,000
- Bond must be equal to 100% of the contract price
- Must guarantee payment to subcontractors and material supplier

(G) Construction Contract File Checklist**Bid Section**

- ☐ In house list of contractors that legal notice was sent to.
- ☐ Copy of actual notice that appeared in the paper.
- ☐ Bill from newspaper for legal notice.
- ☐ Copy of Bid Forms.
- ☐ Copy of Bid Bonds.
- ☐ Copy of signed "Representations, Certifications, and Other Statements of Bidders", *form HUD-5369-A*.
- ☐ Copy of Non-Collusive Affidavits.
- ☐ Copy of bid tabulation sheet.
- ☐ Agency letter of recommendation to award contract.
- ☐ Copy of independent cost estimate for proposed construction contract.
- ☐ Cost Estimate / Bid Analysis

Contract Award Section

- ☐ Copy of cost or price analysis.
- ☐ Documentation to support the rational for award of the contract.
- ☐ Documentation to support that the contractor was cleared from the Suspended and Debarred listing.
- ☐ Copy of Performance Bond.
- ☐ Copy of Payment Bond.
- ☐ Copy of signed contract.
- ☐ Copy of insurance certificates.
- ☐ Copy of pre-construction checklist.
- ☐ Section 3 Plan

Specifications and Drawings

- ☐ Copy of contract specifications.
- ☐ Copy of any bidding addendums.
- ☐ Copy of drawings.
- ☐ Copy of Schedule of Values
- ☐ Copy of construction schedule

Change Orders

- ☐ Copy of change order documents.
- ☐ Copy of cost or price analysis.
- ☐ Documentation to support the rational for award of the change order. - Finding of Fact and supporting documents.

Contractor Payments and Payrolls

- ☐ Copy of all contractor payment requests.
- ☐ Supportive documentation.
- ☐ Copy of certified payrolls and approvals

Closeout Documents and General Correspondence

- ☐ Miscellaneous correspondence.
- ☐ Copy of final inspections and punch lists.
- ☐ Contract closeout documents.
- ☐ Copy of all warranties.
- ☐ Copy of all operation and maintenance manuals.

EXHIBIT 4
AGREEMENT AMENDMENT

[Add Amendments, When Needed]