



**Jawahn E. Ware**  
*County Clerk/Procurement Manager*

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS  
ADMINISTRATION**

**Attention Viewers of [www.dougherty.ga.us](http://www.dougherty.ga.us):**

The following supplemental material pertains to the:

## **June 15, 2020 Regular Meeting**

Documents received after 5 p.m., June 11, 2020 are not included.

For questions or concerns pertaining to Commission related items, please call 229-431-2121.

Sincerely,

Jawahn E. Ware  
County Clerk





REGULAR MEETING  
JUNE 15, 2020  
10 AM



AGENDA

To comply with the request set forth by the Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) in regard to the Coronavirus (COVID19) pandemic and social distancing, the Dougherty County Board of Commissioners will be holding a virtual type meeting on Monday, June 15, 2020. The public will have live access to the audio meeting by accessing the Dougherty County Georgia Government Facebook page at facebook.com/Dougherty.ga.us or viewing the public government access channel (Channel 16).

1. Call meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Consider for action the approval of the June 1st Regular Meeting Minutes. **See Minutes.**  
**ACTION:**
6. **Public Hearing on the Proposed FY 2020-21 Budgets.** (If you are interested in speaking in reference to the Budgets, please report to the Government Center by 9:45 a.m. and sign the Sign-In Sheet provided).
7. Delegations (**The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others).**
  - a. **Dana P. Glass, CEO,** present to provide an **update on the ASPIRE Behavioral Health and Developmental Disability Services.** **See Handout.**
8. Consider for action the **Resolution** providing for the acceptance and execution of the Georgia Department of Community Affairs **2020 Community HOME Investment Program State Recipient Grant Agreement in the amount of \$300,000 and the Memorandum of Agreement** between Dougherty County, Georgia and the Southwest Georgia Regional Commission **as it pertains to the implementation of the 2020 CHIP Program.** The Commission approved the grant application on October 21, 2019. County Administrator Michael McCoy will address. Grants Administration Manager, Brenda Wade is present.  
**ACTION:** **See Other #1.**

9. Consider for action the **recommendation to accept a US Department of Justice Grant in the amount of \$58,008 and allow the County Administrator to execute related documents** for the award. **This is a 100% grant with no local match** and is direct allocation from the Coronavirus Emergency Supplemental Funding Program (CESF). This funding is related to the CARES Act and allows for a variety of purchases to be made. County Administrator Michael McCoy will address.

**ACTION:**

10. Continued **discussion and presentations** for the proposed **FY 2021 Budgets**. County Administrator Michael McCoy and Finance Director Martha Hendley will address.

**See Budget Books.**

11. Items from the County Administrator.

- a. **REMINDER-** Due to five (5) Mondays in June, there will be **no meeting** next Monday, June 22. **The next meeting will be on June 29, 2020.**

12. Items from the County Attorney.

13. Items from the County Commission.

14. Adjourn.

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.*

## DOUGHERTY COUNTY COMMISSION

DRAFT

### REGULAR MEETING MINUTES

June 1, 2020

The Dougherty County Commission met via a video conferencing platform to be in compliance with the request set forth by Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) in regard to the Coronavirus (COVID19) pandemic and social distancing on June 1, 2020. Chairman Christopher Cohilas presided. Commissioners participating were Victor Edwards, Gloria Gaines, Russell Gray, Lamar Hudgins, Clinton Johnson, and Anthony Jones. Also participating were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Spencer Lee, County Clerk Jawahn Ware and other staff. The public and representatives of the media participated via live streaming of the meeting on the County's Facebook page and the government public access channel.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the May 18<sup>th</sup> Regular Meeting minutes.

Commissioner Edwards moved for approval. Upon a second by Commissioner Johnson, the minutes were unanimously approved.

The Chairman recognized Chief Superior Court Judge Willie E. Lockette to provide an update on the Supreme Court's last Order and court reopening plans. He reviewed the Chief Justice's second order as it pertains to public health guidance and shared that certain in person proceedings must have written guidance in place prior to reopening the courthouse. Judge Lockette discussed how our courts have been accommodating to those needing to conduct business to include the use of technology. The courthouse will be opened on a limited basis to meet public guidelines for safety. He has provided a draft of the guidelines to the other courts for review and read the items for compliance for the public and employees. He asked that citizens please help by contacting the courts for concerns, use protective personal equipment and limit bringing nonessential individuals to the court proceedings. Under further discussion, Judge Lockette shared that the projected opening date would be around the end of June or the first of July. He also discussed potential items that may be an additional cost to the County. Mr. McCoy shared some of the items have been purchased and reviewed the steps utilized to protect the public and employees. Mr. McCoy mentioned that our cost to date has exceeded \$300,000 and reminded the Commission that Tetra Tech was retained to assist with recovering funds. Lastly, Judge Lockette shared potential opportunities to recoup costs and plans to distribute information to the public regarding reopening.

The Chairman called for consideration of the purchase of one 2020 John Deere 333G Skid Steer for the Public Works Department from Flint Equipment Company (Albany, GA), in the amount of \$96,934.30. Three vendors submitted bids with only two meeting specifications and the highest bid with comparable options was \$118,969. Funding is budgeted in the SPLOST VI- Storm Drainage Improvement/Equipment. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook and City of Albany Buyer Christina Strassenberg were available.

Commissioner Jones moved for approval. Upon a second by Commissioner Johnson, the motion passed unanimously.

The Chairman called for consideration of the purchase of one Caterpillar 140LVR Motor Grader for the Public Works Department from Yancey Bros. Company (Albany, GA), in the amount of \$151,904. Two vendors submitted bids with the highest bid being \$155,293.72. Funding is budgeted in the SPLOST VI- Storm Drainage Improvement/Equipment. Assistant County Administrator Scott Addison addressed. Public Works Director Larry Cook and City of Albany Buyer Christina Strassenberg were available.

Commissioner Johnson moved for approval. Upon a second by Commissioner Jones, the motion passed unanimously.

The Chairman called for consideration of the purchase of ionizers for Judicial Building for the Facilities Management Department from RHC, Inc. (Albany, GA), in the amount of \$25,380. Three vendors submitted bids with two meeting specifications and the highest bid being \$28,079. Funding is available in SPLOST V. Assistant County Administrator Scott Addison addressed. Facilities Management Director Heidi Minnick was available.

Commissioner Edwards moved for approval. Commissioner Gaines seconded the motion. Mr. McCoy shared that we were working to get bids for additional buildings. Mrs. Minnick shared that the cost varied based on the size of the air handler units and the number of units needed. Mr. McCoy stated that this was an internal decision (made as a recommendation) for reopening plans of the Judicial Building. Commissioner Gray expressed his concerns that the purchase may not generate the results wanted considering other measures the County will have in place. Mr. McCoy and Mrs. Minnick spoke on the technical impact, potential energy savings, health impact and support for the purchase. The Chairman read an article that supported the use of ionizers and past effectiveness on other viruses. Commissioner Gray offered a substitute motion to table the request until additional information was received. The motion failed due to the lack of a second. Commissioner Johnson motioned for approval of the original purchase. Commissioner Edwards seconded the motion. The motion passed with six ayes and one nay by Commissioner Gray.

The Chairman called for consideration of the reallocation of funds from SPLOST V – Revenues (Interest) to SPLOST V – Judicial Building Improvements in the amount of \$25,380 for the purchase of ionizers. Assistant County Administrator Scott Addison addressed.

Commissioner Edwards moved for approval. Commissioner Hudgins seconded the motion. The motion passed with six ayes and one nay by Commissioner Gray.

The Chairman called for consideration of the recommendation from the District Attorney's Office to apply for a US Department of Justice Innovative Prosecution Solutions for Combating Violent Crimes Grant in the amount of \$340,000. This is a 100% grant with no local match. District Attorney Greg Edwards addressed and discussed potential use of the grant for less affluent areas.

Commissioner Johnson moved for approval. Commissioner Jones seconded the motion. Under discussion, Mr. Edwards shared that public housing areas have similar technology and its use has

helped solved at least two crimes in Dougherty County. He stated that the goal is to provide this technology to areas without neighborhood watches and discussed how neighborhood watch captains could ideally receive and use it on a voluntary basis. He stressed the importance of citizens involvement to this recommendation. There being no further discussion, the motion passed unanimously.

The Chairman called for consideration to discuss the plan for Dougherty County to expedite delivery of disaster recovery funds to CDBG-DR recipients by adopting a streamlined process for Section 106 review of CDBG-DR projects. Dougherty County plans to sign an agreement which will exempt it from reviewing the types of activities that will not cause harm to historic properties. CDBG-DR Manager Georgia Collier-Bolling addressed. Ms. Collier-Bolling said that HUD was allowing the state to use FEMA clearances that were already in place.

Commissioner Jones moved for approval. Commissioner Hudgins seconded the motion. Under discussion, Ms. Collier-Bolling clarified that the County's plan had to be part of the agenda for public notice and she noted the other posting requirements. She stated that no action was needed from the Commission. There being no further discussion the Chairman proceeded with the Board approving the motion which passed unanimously.

The Chairman called for consideration of the resolution providing for the acceptance and execution of a Memorandum of Understanding between Dougherty County and the Georgia Environmental Finance Authority for the purpose of having the authority provide technical consulting toward the development of a solar plus battery storage resiliency study. Assistant County Administrator Scott Addison addressed.

Commissioner Jones moved for approval. Upon a second by Commissioner Gaines, the motion passed unanimously. Resolution 20-031 is entitled:

A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND  
EXECUTION OF A MEMORANDUM OF UNDERSTANDING  
BETWEEN DOUGHERTY COUNTY AND THE GEORGIA  
ENVIRONMENTAL FINANCE AUTHORITY FOR THE PURPOSE  
OF HAVING THE AUTHORITY PROVIDE TECHNICAL  
CONSULTING TOWARD THE DEVELOPMENT OF A SOLAR  
PLUS BATTERY STORAGE RESILIENCY STUDY; REPEALING  
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT  
HEREWITH;  
AND FOR OTHER PURPOSES.

The Chairman called for consideration of the joint resolution of the City of Albany and Dougherty County requiring face coverings in city owned and county owned buildings. Chairman Cohilas addressed. The Chairman said that this resolution was consistent with the Governor's Order and best practices. He mentioned that local officials have control over their buildings.



Commissioner Gaines moved for approval. Commissioner Jones seconded the motion. Upon discussion, Commissioner Hudgins made an alternate motion for the resolution to reflect an expiration date. The Chairman clarified that the additional language, stating that the resolution will be effective for 60 days and renewed if required will be added. Commissioner Johnson provided a second and the motion passed unanimously. Resolution 20-032 is entitled:

A RESOLUTION  
ENTITLED  
A JOINT RESOLUTION OF THE CITY OF ALBANY AND  
DOUGHERTY COUNTY  
ENTITLED A RESOLUTION REQUIRING FACE COVERINGS IN  
CITY OWNED AND  
COUNTY OWNED BUILDINGS; REPEALING PRIOR RESOLUTIONS  
IN CONFLICT  
AND FOR OTHER PURPOSES.

The Chairman called for consideration of the review of the proposed FY 2021 Budgets as recommended by the Finance Committee. Finance Committee Chairman Lamar Hudgins, County Administrator Michael McCoy, Finance Director Martha Hendley and Consultant Ed Wall addressed. Commissioner Hudgins stated that the expenditures were approved by recommendation, but the General Fund budget is still fluid. The discussion was turned over to Ed Wall and he shared that the proposals shown were worst case scenarios; and he does not project using the fund balance shown. He shared that Finance Director Martha Hendley will be updating revenues monthly. Mr. Wall stated that Dougherty County never had an expenditure problem, only a revenue problem. He added the County was proactive with raising taxes previously because it has helped during this time of the pandemic. Mr. McCoy shared that all the budgets were being presented.

Mr. McCoy shared that all expenditure requests from department managers for FY 2021 were reduced back to those of FY 2020 excluding minor exceptions, noting that this is less than inflation. He asked the Commission not to make any drastic decisions and to accept the simplified request to pass a balanced budget and to accept a fund balance transfer of \$5.8 million. He stressed that revenues for the General Fund were not known and he would like to come back to the Board after “hard data” had been received from the first quarter. Upon a question from Commissioner Gaines, Mr. McCoy addressed potential distribution of funds from the federal government. Some options for reductions were shared. However, it was noted that if revenues were good, he would like the proposal that was presented to the Finance Committee to be reviewed; especially the request that no employee will make less than \$10 an hour.

Mr. Wall reviewed the remaining funds. The proposed Capital Improvements Program budget for FY 2021 is \$242,685. He shared that the Special Services District takes care of itself and is proposed budgeted at \$4,117,931. The Solid Waste proposed budget is \$27,482,262 and he shared that the County is waiting to receive \$8,435,722 as reimbursement for tornado and hurricane damages. The proposed FY21 budgets for the smaller funds are: Confiscated Funds in the amount of \$496,000; the DHR Building Fund is \$539,883, Lease Commercial Fudget is \$67,200; State and Federal Grants is \$1,480,002 and the Law Library is \$148,635.

Commissioner Gray thanked Commissioner Hudgins for his leadership [this is the last budget season for Commissioner Hudgins]. Commissioner Jones shared his concerns regarding racism in the country and the impact it has on African Americans. Commissioner Edwards acknowledged our law enforcement for their professionalism shown during these stressful situations and he thanked Commissioner Hudgins for his service. Chairman Cohilas commended the peaceful protests [in our area] and the work of all individuals.

There being no further business to come before the Commission, the meeting adjourned at 11:42 a.m.

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CHAIRMAN

ATTEST:

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COUNTY CLERK





**aspire**  
BEHAVIORAL HEALTH & DEVELOPMENTAL DISABILITY SERVICES

## Leading Our Communities Toward Health, Hope, & Recovery

1



Aspire Behavioral Health & Developmental Disability Services

## Our Mission

To offer Affordable, Accessible, and Quality Mental Health, Addictive Disease, and Developmental Disability services by skilled professionals who are sensitive to the needs of individuals and families served.

## Our Vision

Leading our communities toward Health, Hope & Recovery.

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Aspire Behavioral Health & Developmental Disability Services

## Who We Are

- Aspire BHDD is an innovative, community-based behavioral health and intellectual developmental disabilities services organization that offers a full range of mental health services, developmental disabilities programs, and substance abuse treatment with close to 10,000 individuals served annually.
- We are your 'safety net' provider intended to serve those who are uninsured or underinsured (Medicaid and Medicare).

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Aspire Behavioral Health & Developmental Disability Services

## Service Area

- Behavioral Health, Addictive Disease, and Developmental Disability Services
- Community Support Team (CST)
- Assertive Community Treatment Team (ACT)
- Treatment Court Services
- LIGHT—Early Treatment Program
- Child & Adolescent Clubhouses
- Developmental Disability Service Centers



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Aspire Behavioral Health & Developmental Disability Services

## Who We Serve

- 5302 Dougherty County Residents
- 55% Male 45% Female
- 70 Intellectually/Developmentally Disabled Adults
- 3558 Adults/1744 Children

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Aspire Behavioral Health & Developmental Disability Services

## Who We Serve

Clients by Program



Program	Clients
Adult Mental Health	2682
Adult Substance Abuse	432
IPPS	458
Behavioral Community Treatment	320
C&A Mental Health	1118
C&A Intellectual Disabilities	2
Dougherty County Intellectual & Dev	146
Children	31
EMHDD	16
Young Emerging Adults	1
Young Adult Program	40
IPPS	15
Senior Adult Care	54
Developmental Disabilities Adult Health	48
Developmental Disabilities	83
Developmental Disabilities	46

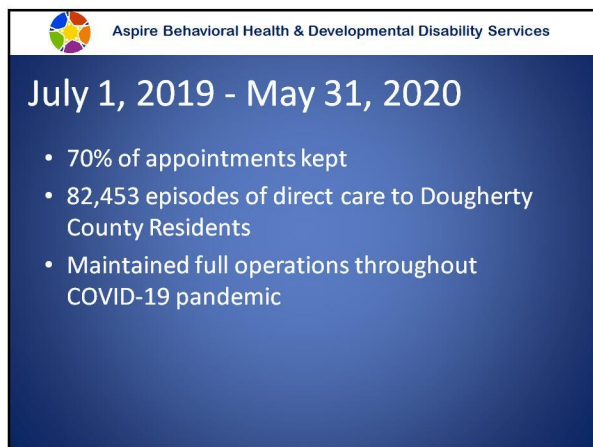
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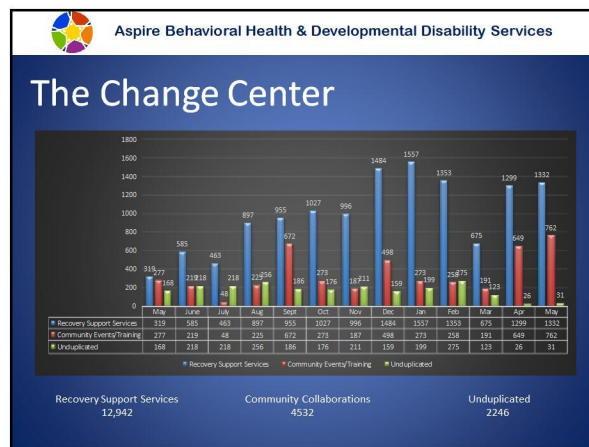
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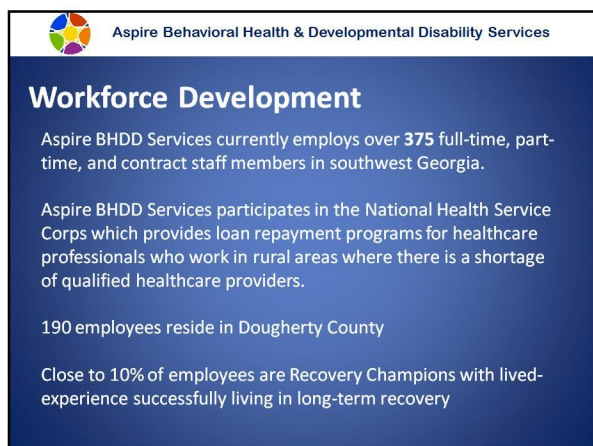
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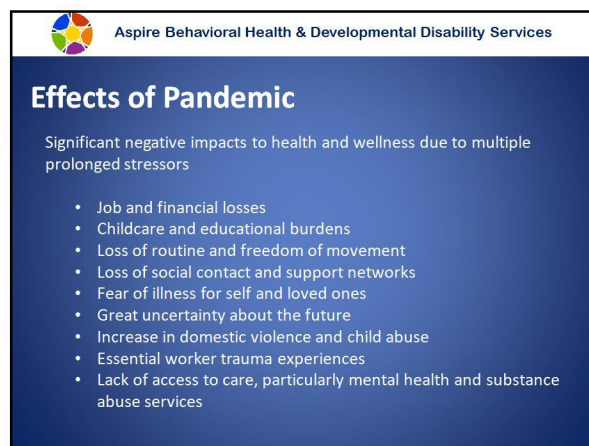
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 Aspire Behavioral Health & Developmental Disability Services

## Historical Impact During Global Crisis

- Increased Symptoms of Depression and Anxiety
  - According to the UN guidelines, depression and anxiety before the COVID-19 pandemic cost the global economy more than \$ 1 trillion per year
  - 45% Americans report the coronavirus crisis is harming their mental health according to a poll conducted by The Kaiser Family Foundation
- Increased Alcohol and Drug use
  - This pandemic has the potential to have a 13.3% increase in drug related deaths and 3.9% for opioid related deaths due to the increase in unemployment (*Hollingsworth et al, 2017*)
  - US alcohol sales jumped 24% for a 7-week period ending in April 18<sup>th</sup> (*Nielsen*)

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 Aspire Behavioral Health & Developmental Disability Services

## Deaths of Despair- Deaths Due to Drug, Alcohol, and Suicide

Increase in Suicide Rates

- Suicide risk increased 20%-30% during the 2008 economic crisis (*Lancet*)
- A study of the Great Recession that began in late 2007 found that for every percentage point increase in the unemployment rate, there was about a 1.6 percent increase in the suicide rate (*Phillips et al, 2014*)


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 Aspire Behavioral Health & Developmental Disability Services

## Specific Populations of Concern

- First responders and frontline workers
- Older adults
- Minority and economically disenfranchised groups
- People with pre-existing health conditions
- Children and Adolescents
- Women
- Individuals with a lack of access to healthcare

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 Aspire Behavioral Health & Developmental Disability Services

## Recommendations for COVID-19 Mental Health Response

1. Apply a whole-of-society approach to promote, protect, and care for mental health
2. Ensure widespread availability of emergency mental health and psychosocial support
3. Support Recovery from COVID-19 by building Mental Health services for the Future

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 Aspire Behavioral Health & Developmental Disability Services



**Dana P. Glass, LCSW, CEO/Executive Director**  
 ASPIRE Behavioral Health and Developmental Disability Services  
 Albany Area CSB  
 Phone: 229.430.4005  
[dglass@albanycsb.org](mailto:dglass@albanycsb.org)

17



**A RESOLUTION  
ENTITLED  
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION BY DOUGHERTY COUNTY  
A GRANT AGREEMENT WITH THE GEORGIA HOUSING AND FINANCE AUTHORITY AND A  
MEMORANDUM OF AGREEMENT WITH THE SOUTHWEST GEORGIA REGIONAL COMMISSION  
IN THE AMOUNT OF \$300,000 FOR THE PURPOSE OF FUNDING AND IMPLEMENTATION OF  
THE 2020 COMMUNITY HOME INVESTMENT PROGRAM (CHIP) FOR ELIGIBLE  
PROJECT-RELATED COSTS IN DOUGHERTY COUNTY; REPEALING RESOLUTIONS OR PARTS OF  
RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving a Grant Agreement with the Georgia Housing and Finance Authority and a Memorandum of Agreement with the Southwest Georgia Regional Commission in the amount of \$300,000 for the purpose of funding and implementation of the 2020 Community Home Investment Program (CHIP) for eligible project-related costs in Dougherty County.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

**SECTION I** Both the attached Grant Agreement with the Georgia Housing and Finance Authority along with the attached Memorandum of Agreement with the Southwest Georgia Regional Commission are hereby approved and either the County Administrator or the Chairman of the Board of Commissioners of Dougherty County, Georgia are hereby authorized to execute the same.

**SECTION II** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 15th day of June, 2020.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

BY: \_\_\_\_\_  
Christopher S. Cohilas, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk

**Georgia Department of Community Affairs  
2020 Community HOME Investment Program  
State Recipient Grant Agreement**

This Grant Agreement ("Agreement") is made and entered into by and between the Georgia Housing and Finance Authority ("GHFA") and **Dougherty County**, Georgia ("State Recipient"), for the purpose of providing funding to the State Recipient to implement the HOME-funded activities as described in the 2020 Community HOME Investment Program ("CHIP") Application and to meet the requirements of the Notice of Funding Availability (NOFA) under which the funds were awarded.

**WITNESSTH THAT:**

**WHEREAS**, the Georgia Department of Community Affairs (DCA) administers CHIP on behalf of GHFA, including the issuance of the NOFA, the review and selection of applications submitted in response to the NOFA, the disbursement of CHIP funds to selected State Recipients, and the determination of compliance with the HOME Regulations at 24 CFR Part 92, the program requirements found in the Application, and any manuals or policies issued for CHIP; and

**WHEREAS**, GHFA has designated funds for CHIP from its federal HOME Investment Partnership Program (HOME) funds; and

**WHEREAS**, the State Recipient has applied for funds under CHIP and has been determined to be an Eligible Applicant as defined in the CHIP Application and has been selected by DCA for an award of funds; and

**WHEREAS**, GHFA and the State Recipient desire to establish their respective rights, duties, and responsibilities for the release of HOME funds under CHIP and the State Recipient's implementation of activities in accordance with the CHIP Application and CHIP Administrative Manual.

**NOW, THEREFORE**, in consideration of the following mutual promises, covenants and conditions herein, it is agreed as follows:

**SECTION 1**

**Duration and Contract Benchmark Conditions**

The duration of this Agreement is two years and shall begin on **August 1, 2020 and end on July 31, 2022** with required benchmarks that must be met within the first twelve months or the grant will be taken under review to determine whether it should be canceled for inactivity. The required benchmarks are as follows: The contract with DCA must be fully executed and all project pre-setups must be approved by DCA by **July 31, 2021**. However, the Agreement may be terminated by either party by written notice of such intent submitted ten (10) business days in advance of the termination date.

**SECTION 2**

**Expenditure Deadline and Close Out**

In accordance with the HOME Final Rule 24 CFR 92, all project funds associated with an eligible activity must be committed in the Integrated and Disbursement and Information System (IDIS) of

the U.S. Department of Housing and Urban Development (HUD) or any successor system mandated by HUD, and expended by **July 31, 2022**, a date which is twenty-four (24) months of the start date of the term of the Agreement.

Following the expenditure deadline, the State Recipient must complete all close out processes of the program as required by the HOME Final Rule and applicable CHIP requirements prior to the expiration date of this Agreement.

### **SECTION 3**

#### **State Recipient Designation for the CHIP Program**

The local unit of government shall act as a State Recipient and ensure that the HOME funds are used in accordance with the requirements of HOME and other applicable State laws for administering the CHIP program. The State Recipient will assume all responsibilities included in the HOME Final Rule at 24 CFR Part 92 and applicable CHIP manuals and policies.

### **SECTION 4**

#### **Funding**

**Amount of Funding.** Subject to the terms and conditions set forth in this Agreement, GHFA agrees to provide up to **\$ 300,000**, of CHIP funds ("Project Funds") for eligible project-related costs. As set forth in Section 15, GHFA will disburse the funds over time, subject to DCA's approval of draw requests submitted by State Recipient in accordance with DCA's procedures.

**Use of Grant.** State Recipient agrees that it shall use the Project Funds to pay only for reasonable and necessary expenses associated with the activities provided in Appendix A to this Agreement and in accordance with the provisions of the HOME program regulations.

### **SECTION 5**

#### **General Programmatic Responsibilities**

The State Recipient shall be responsible for the administration of CHIP funds, in accordance with the Program requirements provided in the Application and CHIP Manual, to successfully carry out all planned program activities. The State Recipient further agrees to assume responsibility for compliance with all applicable State and Federal laws and regulations.

The State Recipient agrees to be responsible for the execution of all necessary legal documents and other written agreements related to lending of or distributing of CHIP funds in compliance with HOME program requirements for written agreements at 24 CFR §92.504. The State Recipient shall use the loan closing documents prescribed by the CHIP program requirements.

The State Recipient agrees to manage the day-to-day operations of its CHIP-funded program and to monitor all activities to assure compliance with all HOME Regulations, all requirements of the CHIP Application and related CHIP manuals and all other applicable federal, state and local laws and regulations. The State Recipient shall provide reports as deemed necessary and mandated as applicable under federal regulations, to assure a proper accounting for all project funds, consistent with the requirements of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. CHIP will prescribe the report and delivery format for submission of such reports.

The State Recipient shall determine all rehabilitation standards used for units assisted with CHIP funds are in compliance with the eligibility and occupancy requirements as set forth in the HOME regulations (24 CFR 92.251), and all applicable CHIP manuals.

The State Recipient shall ensure all CHIP homeowners and homebuyers are determined to be income eligible in accordance with 24 CFR 92.203.

The State Recipient will provide oversight, monitor and keep records the State Recipient is required to perform as set forth in the related CHIP material.

The State Recipient shall apply homebuyer program policies in accordance with 24 CFR 92.254 (f), as applicable to the Program design. The State Recipient will comply with the requirements of the recapture provisions in accordance with 24 CFR 92.254.

All homeowners or home buyers receiving CHIP funds will be required by the loan documents to procure and maintain for the period of affordability or the term of the loan, whichever is longer, general hazard insurance, insuring the eligible properties against fire and all other reasonable hazards as may be required by the State Recipient. If the subject property is located in a FEMA designated Flood Hazard Zone, then the homeowner or home buyer must also secure a certified Flood Insurance Policy. A copy of said Insurance Policy, which names GHFA as mortgagee, shall be retained by the State Recipient. In addition, whenever the scope of work requires that the homeowner or other residents vacate the premises, the State Recipient shall require the general contractor to maintain a builder's risk policy.

## **SECTION 6**

### **Affordability**

All housing assisted with CHIP funds must meet the affordability requirements in accordance with 24 CFR §92.252 and 24 CFR §92.254, as applicable, of the HOME Final Rule. The State Recipient will ensure that its HOME-assisted properties adhere to the affordability requirement and will advise each applicant of this HOME provision enforced by CHIP requirements. If at any time the homeowner no longer meets the affordability requirements, the property will be deemed to be in default and subject to recapture, via the applicable loan documents.

The State Recipient agrees to monitor for compliance with the affordability requirements through the entirety of the period of affordability in accordance with 24 CFR §92.252 and 24 CFR §92.254, as applicable. Any funds expended which do not meet the affordability requirements of 24 CFR §92.252 and 24 CFR §92.254, as applicable, for the specified time period must be repaid to GHFA.

## **SECTION 7**

### **Program Income and Recaptured Funds**

The State Recipient agrees when the CHIP assisted property is no longer the principle residence of the homeowner, the State Recipient will enforce the recapture provisions set forth in 24 CFR 92.254. The State Recipient agrees all recapture funds received from CHIP activities are to be repaid to GHFA in accordance with the terms of the loan closing documents required by DCA for the use of CHIP funds.

The State Recipient agrees to use any program income generated by the expenditure of the CHIP funds for additional HOME-eligible housing activities as defined by HOME Final Rule and in



accordance with the requirements set forth in the DCA CHIP Program Income Policies and Procedures within the CHIP Administrative Manual. The State Recipient must submit a Program Income Plan for use of all CHIP proceeds. Additionally, the State Recipient must submit a Program Income Report quarterly until all program income is expended. All program income funds must be expended first before receiving any additional HOME funds from GHFA.

## **SECTION 8**

### **Uniform Administrative Requirements**

The State Recipient must comply with the applicable uniform administrative requirements 2 CFR part 200 as described in 24 CFR §92.505 of the HOME Final Rule. If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 92, the definitions in 24 CFR part 92 govern.

## **SECTION 9**

### **Georgia Security and Immigration Compliance Act** **O.C.G.A. §50-36-1**

The State Recipient must comply with O.C.G.A. §50-36-1 to verify the lawful presence in the United States of any applicant for public benefits in accordance with the applicable provisions and deadlines established in O.C.G.A. §50-36-1 and any requirements established within the CHIP Administrative Manual.

## **SECTION 10**

### **Illegal Immigration Reform and Enforcement Act of 2011** **O.C.G.A. §13-10-91**

The State Recipient must comply with O.C.G.A. 24 §13-10-91 to ensure that any individual, firm or corporation which is engaged in the physical performance of services under this Agreement must be registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91 and any requirements established within the CHIP Administration Manual.

## **SECTION 11**

### **Prohibition on Immigration Sanctuary Policies by Local Governmental Entities** **O.C.G.A. § 36-80-23**

No local governing body, whether acting through its governing body or by an initiative, referendum, or any other process, shall enact, adopt, implement, or enforce any regulation, rule, policy, or practice adopted by a local governing body which prohibits or restricts local officials or employees from communicating or cooperating with federal officials or law enforcement officers with regard to reporting immigration status information while such local official or employee is acting within the scope of his or her official duties.

## **SECTION 12**

### **Drug-free Workplace**

The State Recipient hereby certifies as follows:

- (i) State Recipient will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and

- (ii) State Recipient shall provide its employees a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement; and
- (iii) State Recipient will secure from any subcontractor hired to work on any job contemplated under this Agreement the following written certification: "As part of the subcontracting agreement with (State Recipient's Name), (Subcontractor's Name) certifies to the State Recipient that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

### **SECTION 13**

#### **Certification Regarding Sales and Use Tax**

By executing the Agreement, the State Recipient certifies it is either (a) registered with the State Department of Revenue, collects, and remits State all sales and use taxes required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The State Recipient also acknowledges that GHFA may declare the Agreement void if the above certification is false.

### **SECTION 14**

#### **Project Requirements**

The State Recipient must carry out all activities as provided in Appendix A of this Agreement in compliance with the project requirements stated in the CHIP Administrative Manual and 24 CFR Subpart F of the HOME Final Rule, as applicable to the type of project assisted.

As applicable, if there is no ratified sales contract with an eligible homebuyer for the housing within 9 months of the date of completion of new construction or vacant housing rehabilitation, the housing unit must be rented to an eligible tenant in accordance with §92.252.

### **SECTION 15**

#### **Other Program Requirements**

The State Recipient must carry out each activity as provided in Appendix A of this Agreement in accordance with the laws and regulations described in subpart H of the HOME Regulations (24 CFR §92.350 *et seq.*), except the State Recipient shall not have any responsibility under 24 CFR §92.352 for DCA's release of funds or under 24 CFR §92.357 for the intergovernmental review required by that section. Such activities must be carried out in compliance with the CHIP Administrative Manual.

### **SECTION 16**

#### **Affirmative Marketing**

The State Recipient shall comply with the affirmative marketing requirements of 24 CFR §92.351 of the HOME Final Rule and the Affirmative Marketing Plan prepared by the State Recipient and approved by DCA.

### **SECTION 17**

#### **Requests for Disbursement of Funds**

All requests by the State Recipient for the disbursement of CHIP funds must be made in accordance with the CHIP Administrative Manual. Under no terms shall the State Recipient request disbursement of funds until such time that the funds are needed for payment of eligible costs. In addition, the amount of each request must be limited to the amount needed.

## **SECTION 18**

### **The Federal Funding Accountability and Transparency Act of 2006**

The State Recipient agrees to perform all reporting required by the Federal Funding Accountability and Transparency Act (FFATA) (Public Law 109-282) as amended.

## **SECTION 19**

### **Language Access Plan**

Title VI of the Civil Rights Act of 1964 and Executive Order 13166 require that the State Recipient employ timely and reasonable measures to provide Limited English Proficient (LEP) persons in its community with a meaningful opportunity to participate in the benefits of CHIP-funded program activities. In furtherance of this objective, State Recipient agrees that pursuant to a schedule that will be provided by DCA, State Recipient will 1) conduct a four-factor analysis endorsed by HUD to make an overall assessment of its LEP individuals, 2) develop and submit a Language Access Plan (LAP) that must be approved by DCA, and 3) provide appropriate language assistance to LEP persons in delivering CHIP funded program benefits through the execution of its approved LAP.

## **SECTION 20**

### **Reports and Records**

The State Recipient acknowledges that DCA must satisfy certain recordkeeping and reporting requirements under the HOME Regulations. The State Recipient shall maintain all records related to the Project Funds in accordance with the requirements of 24 CFR §92.508 of the HOME Final rule and related CHIP manuals. The State Recipient shall maintain such records accurately and consistently. Said books, records and accounts shall be separate from any general accounting records which the State Recipient may maintain in connection with the State Recipient's general business activities. State Recipient agrees that DCA, HUD, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any and all said books, records and accounts of the State Recipient for whatever purposes. The State Recipient shall prepare all such reports required in the CHIP Administrative Manual or that may be required from time-to-time by DCA in sufficient detail so that DCA may meet its requirements. These reports will include, but are not limited to:

- a. A full description of each property assisted with CHIP Funds ("Eligible Property") assisted with Homeowner Rehabilitation Assistance, including the amount of the assistance;
- b. Documentation that after construction of each Eligible Property assisted by a Homeowner Rehabilitation activity the Eligible Property satisfies the property standards as set forth in 24 CFR §92.251;
- c. Documentation of the race, ethnicity, age, household size, and gender of all Borrowers;

- d. Documentation of the race, ethnicity, age, and gender of all principals of the businesses (general contractors and subcontractors) involved in the rehabilitation of any Eligible Property;
- e. Documentation of compliance with the affirmative marketing plan as set forth in 24 CFR §92.351 and the MBE/WBE plan described in 24 CFR §92.351;
- f. Documentation demonstrating that each Eligible Property assisted is in compliance with The Lead Based Paint Poisoning Prevention Act, 42 U.S.C. §4821, et seq.(24 CFR 92.355);
- g. Documentation of performance with the State Recipient's Section 3 Plan and Section 3 of the Housing and Urban Redevelopment Act of 1968.
- h. Documentation that no general contractor and/or subcontractors who performed any portion of the rehabilitation of an Eligible Property were debarred or suspended as set forth in 24 CFR Parts 24 and 91;
- i. Documentation of the Grant's Tier 1 and Tier 2 compliance with the National Environmental Protection Act and HOME Final Rule (24 CFR 92.352);
- j. Documentation as to whether or not flood insurance is part of a Down Payment Assistance activity as set forth in the HOME Regulations and required CHIP manuals, and applicable documentation of said flood insurance;
- k. Documentation of compliance with the Georgia Security and Immigration Compliance Act as provided in O.C.G.A. §50-36-1 and required CHIP manuals;
- l. Documentation of compliance with the Illegal Immigration Reform and Enhancement Act of 2011 as provided in O.C.G.A. §13-10-91 and required CHIP manuals;
- m. Documentation of compliance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement;
- n. Documentation of compliance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities as provided in O.C.G.A. § 36-80-23
- o. Documentation of compliance with the Section 504 federal civil rights law under the Rehabilitation Act of 1973 and required CHIP manuals;
- p. Documentation of compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. and required CHIP manuals by preparing a timely Language Access Plan;
- q. Documentation of compliance with Title II of the Americans with Disabilities Act of 1990 (ADA) and required CHIP manuals;
- r. Documentation of compliance with Section 808(d) of the Fair Housing Act and required CHIP manuals.

- s. Documentation of Program Income Plan in accordance with the requirements set forth in the HOME Final Rule 24 CFR 92.504 and the DCA CHIP Program Income Policies and Procedures within the CHIP Administrative Manual.

Further, the State Recipient shall assist DCA in any reasonable manner to enable DCA to submit management reports and its HOME Annual Performance Report or Consolidated Annual Performance and Evaluation Report in such format and at such time as HUD may prescribe.

The State Recipient agrees to comply with the single audit act requirements as set forth in 2 CFR part 200, subpart F.

## **SECTION 21**

### **Breaches and Remedies**

If the State Recipient breaches the requirements of this Agreement or the applicable HOME Regulations DCA shall inform the State Recipient of the actions the State Recipient must take to correct the breach. DCA, at its sole discretion, may set the time period within which State Recipient shall cure the breach. Upon any material breach of this Agreement or the State Recipient's failure to cure any other breach, DCA, at its sole discretion, may take any or all of the following actions: (1) immediately terminate or suspend this Agreement in accordance with 24 CFR 85.43; (2) disallow any further disbursement of CHIP funds; (3) require the State Recipient to repay to DCA all or any portion of the CHIP funds; (4) require the State Recipient to turn over all pertinent records and information relating to the State Recipient's Program; (5) select another administrator to oversee the operation of the State Recipient's Program; and (6) take any and all action in law, equity or otherwise which it deems necessary or advisable. The rights and remedies of DCA shall be cumulative. Any election of a right or remedy will not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. The rights and remedies available to DCA in the event of a suspension or termination of this Agreement will survive such suspension or termination.

The State Recipient agrees to avoid conflicts of interest in accordance with DCA policy, State law, provisions outlined in 24 CFR §85.36 and 24 CFR §84.42, 24 CFR 92.356, and must follow instructions provided in the Procurement Policy Standards of the CHIP Administrative Manual and other written guidance provided by DCA. Further, State Recipient warrants and represents that no member, employee, officer, agent, consultant, or official of State Recipient, nor any member of their immediate family or business associates, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or any proceeds or benefits arising there from. State Recipient has certified in its application to DCA that no such conflict exists and said certification is a covenant and warranty of this Agreement. State Recipient shall also require each Eligible Borrower to certify that no such conflict exists.

## **SECTION 22**

### **Reversion of Assets**

Upon expiration or termination of this Agreement, if State Recipient has any CHIP funds in its possession or under its control or any accounts receivable attributable to the use of the CHIP funds, State Recipient shall promptly transfer those funds or assets to GHFA.

## **SECTION 23**

### **Other Agreements**

Before the State Recipient may disburse funds received under this Agreement to a third party, the State Recipient and such third party must enter into a written agreement with the State Recipient which meets the applicable requirements in 24 CFR §92.504(c). The term "third party" includes any homeowners, home buyers, Administrators as defined in the CHIP Administrative Manual, or other contractors who are providing services to the State Recipient. This Agreement is only for the benefit of GHFA and State Recipient. No third party shall have any rights or interest in this Agreement.

## **SECTION 24**

### **Indemnification**

State Recipient hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, GHFA, DCA, their directors, officers, agents, and employees of and from any and all claims, demands, liabilities, losses, costs or expenses caused by, growing out of or happening in connection with the performance of this Agreement, or any property or household assisted with any CHIP funds.

## **SECTION 25**

### **Conflicts and Amendments**

If there is any conflict between this Agreement and the HOME Final Rule, the HOME Final Rule shall control, and State Recipient acknowledges and agrees that it must comply with the HOME Regulations applicable to it and its use of the HOME funds. However, if this Agreement is more restrictive than the HOME Regulations, this Agreement shall control unless the HOME Regulations specifically prohibit such greater restriction. The parties agree that this Agreement shall be amended, if necessary, to comply with the HOME Final Rule or the CHIP program requirements found in applicable CHIP manuals and policies.

## **SECTION 26**

### **Additional Terms and Conditions**

This Agreement is made and entered into in the State of Georgia and all questions relating to its validity, constructions, performance and enforcement shall be governed by the laws of the State of Georgia and is the entire Agreement between the parties and may not be modified or amended except by written document signed by all parties.

In the event that a court of competent jurisdiction shall make final determination that any of the terms, provisions, covenants or conditions (hereinafter collectively referred to as "provisions") contained herein are invalid, then such provision(s) shall be void and of no force or legal effect and shall be severed from this Agreement and all other provisions of this Agreement shall remain in effect.

Time is of the essence with this Agreement.

## **SECTION 27**

### **Notices**

All notices to the State Recipient shall be sufficient if made in writing and deposited in the U.S. mail or if delivered through a private courier to the address of the State Recipient listed below or at such other address as the State Recipient may notify DCA in writing. Mailed notices to the State Recipient shall be considered to have been given at the time they are delivered or deposited

in the mail. Notwithstanding the foregoing, any notice in fact received shall be sufficient. All notices to DCA shall be effective when the written notices is received in hand by DCA at the address set forth below or such other address specified by DCA in writing to the State Recipient.

(a) Notices and communications to DCA:

Attn: CHIP Program Manager  
Georgia Department of Community Affairs  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329-2231  
Primary Phone: (404) 852-2160  
Email: [CHIP@dca.ga.gov](mailto:CHIP@dca.ga.gov)

(b) Notices and communications to the State Recipient:

To be filled in by the State Recipient:

Name: **Christopher Cohilas**

Title: **Chairman**

Address: **222 Pine Avenue Room 540 or P. O. Box 1827 Albany, GA 31707**

Phone number: **(229) 431-2121**

Email address: **[ccohilas@dougherty.ga.us](mailto:ccohilas@dougherty.ga.us)**

## **SECTION 28**

### **Warranties, Representations and Certifications of the State Recipient**

- a. The State Recipient warrants that it is duly organized, validly existing and in good standing under the laws of the State of Georgia; that it has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with the HOME Regulations and the CHIP Administrative Manual, and all applicable federal and state laws and regulations; that a resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the State Recipient, authorizing the execution and delivery of this Agreement by the State Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of State Recipient; and that said acts were done in such a manner and form as to comply with all applicable laws to make this Agreement the valid, enforceable and legally binding act and agreement of State Recipient.
- b. The State Recipient warrants that there is no action, proceeding, or investigation now pending, nor any basis known or believed by State Recipient to exist for such an action, proceeding, or investigation, which: (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of State Recipient or which would materially and substantially impair the State Recipient's ability to perform any of the obligations imposed upon the State Recipient by this Agreement.
- c. State Recipient warrants and represents that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, suspension, declared ineligible, or voluntarily excluded from participation in this transaction or the DCA Program by any federal department or agency. State Recipient will also require each Eligible Borrower



and selected contractor to certify that he or she is not currently debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction or by any other federal department or agency.

d. State Recipient warrants and represents that:

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of State Recipient, 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.
- (ii) 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 any employee of a Member of Congress in connection with this Agreement, State Recipient shall complete and submit HUD Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) State Recipient will require that the language 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.

- e. State Recipient, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Agreement. State Recipient certifies that State Recipient is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
- f. All representations and warranties made under this Agreement shall be deemed to be made, and shall be true and correct, at and as of the Effective Date. All representations and warranties made under this Agreement shall survive the execution hereof.

## **SECTION 29**

### **Entire Agreement**

This Agreement constitutes the entire agreement between the parties. There are no representations, either oral or otherwise, other than those expressly set forth herein. No amendments or modification of this Agreement shall be binding unless both parties agree to said modification in writing.

*Signatures on the Following Page*

**IN WITNESS WHEREOF**, this Agreement is entered into on the date of execution by and between:

State Recipient: **Dougherty County Board of Commissioners**

By:  
Name: **Christopher Cohilas**  
Title: **Chairman**

Attest:  
Name: **Jawahn Ware**  
Title: **County Clerk**

Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
(NOTARY SEAL)

Georgia Housing and Finance Authority

By:  
Name: **Jill Cromartie**  
Director, Housing Finance and  
Title: **Development Division**

Attest:  
Name: **DaTonya Lewis**  
Title: **CHIP Program Manager**

Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

\_\_\_\_\_  
(NOTARY SEAL)

**Georgia Department of Community Affairs  
2020 Community HOME Investment Program  
State Recipient Grant Agreement  
Appendix A**

<b>State Recipient Name:</b>	<b>Dougherty County</b>		
<b>Grant Number:</b>	<b>2020-103</b>		
<b>Grant Term:</b>	<b>August 1, 2020 – July 31, 2022</b>		
<b>Approved Activities:</b>			
	<b>Yes</b>	<b>No</b>	
Homeowner Rehabilitation Assistance Only:	<input type="checkbox"/>	<input type="checkbox"/>	
New Construction & Homeowner Rehabilitation Assistance:	<input type="checkbox"/>	<input type="checkbox"/>	
New Construction Only:	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Approved Budget:</b>			
Homeowner Rehabilitation Assistance Project Funds:	\$ 300,000		
New Construction and/or Rehabilitation of Vacant Homes for Sale to Eligible Homebuyers Project Funds:	\$ 0		
Total Award:	\$ 300,000		
<b>Total Households to be Assisted:</b>			
Total Households To Receive Homeowner Rehabilitation Assistance:		households	
Total Households to buy newly constructed homes:	<b>0</b>	households	
<b>Assistance Structure- Homeowner Rehabilitation Assistance Activities:</b>			
<input type="checkbox"/>	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Stick-built or Modular Housing:	\$1,000 - \$49,000	
<input type="checkbox"/>	Construction Project Delivery Cost Grant Limit:	Maximum of \$4,000	
<input type="checkbox"/>	Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$49,000 Less Project Delivery Costs	
<input type="checkbox"/>	Manufactured Housing Eligible in Program Design:	<input type="checkbox"/> Yes or <input type="checkbox"/> No	
<input type="checkbox"/>	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Manufactured Housing:	\$1,000 - \$10,000	
<input type="checkbox"/>	Project Delivery Grant Limit for Manufactured Housing:	Maximum of \$1,000	
<input type="checkbox"/>	Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$10,000 Less Project Delivery Costs	
<b>Assistance Structure-New Construction Activities:</b>			
<input type="checkbox"/>	Developer's Fee	Maximum of 15% or \$20,000	
<input type="checkbox"/>	Construction Project Delivery Cost Grant Limit:	Maximum of 5% per project	
<b>Additional Program Design Elements for New Construction Activities:</b>			
<input type="checkbox"/>	State Recipient will incorporate the use of energy audits in the assessment of all work completed.		
<input type="checkbox"/>	State Recipient will require the completion of visitability improvements identified in OCGA 8-3-172 within all units receiving assistance to the extent compatible with the rehabilitation work proposed.		
<input type="checkbox"/>	Must meet HUD's Uniform Physical Conditions Standards (UPCS)		

**Match:**☐

State Recipient does not propose a contribution of eligible HOME match to the program.

☐

State Recipient will generate a local contribution of match eligible under §92.220 of the Final HOME Rule in the amount of: \$ 12,500

**Georgia Department of Community Affairs  
2020 Community HOME Investment Program  
State Recipient Grant Agreement  
Appendix B  
General Conditions**

<b>State Recipient Name:</b>	<b>Dougherty County</b>		
<b>Grant Number:</b>	<b>2020-103</b>		
<b>Original Issuance:</b>	<b>August, 2020</b>	<b>Amendment #:</b>	

Before commencing with any activities that will result in the expenditure of funds under this grant, the State Recipient must provide appropriate documentation and receive DCA approval that the following General Conditions have been cleared by DCA:

1. In order to comply with the National Environmental Protection Act (NEPA) and clear this contract condition, the State Recipient must have a cleared Tier 1 Broad Level Environmental Review completed. The State Recipient may not initiate any work that will have a physical impact on any property to be served until completion of the Tier Two Site Specific Environmental Review is completed and approved by DCA staff on a project-by-project basis.
2. In compliance with 24 CFR 92.351 of the HOME Rule, the State Recipient must make reasonable efforts to affirmatively further fair housing practices and must develop and adopt as part of their local CHIP policies and procedures an Affirmative Fair Housing Marketing Plan. DCA must approve the AFHMP.
3. In compliance with 24 CFR 92.351 of the HOME Rule, the State Recipient must make reasonable efforts to encourage the use of minority and women owned business enterprises (MBE/WBE) and must adopt as part of their local CHIP policies and procedures an MBE/WBE Outreach Plan. The MBE/WBE Outreach Plan must be approved by DCA.
4. In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, the State Recipient must take timely and reasonable steps to provide Limited English Proficient (LEP) persons with meaningful access to programs and activities funded by the federal government and awarded by DCA. The State Recipient must provide a Language Access Plan (LAP) and DCA must approve the LAP.
5. A person is on staff or under contract that has a Lead-based Paint Visual Assessment Certificate.

6. The State Recipient has adopted a plan for the recruitment of businesses and employees targeted under Section 3 of the Housing and Urban Development Act of 1968 and such plan has been approved by DCA.
7. At least one person is on staff of the State Recipient or under contract to the State Recipient who has a minimum of three (3) years of experience as a professional construction inspector or as a professional in a related field, such as architecture, engineering, construction supervision, building or housing code inspection, or a similar field. Such inspector must be approved by DCA to conduct HUD's Uniform Physical Conditions Standards (UPCS) inspections.
8. Acknowledge to provide CHIP assistance according to the property value limits for homeownership activities, as outlines in 24 CFR §92.254(a)(2)(iii) of the HOME Final Rule published on July 24, 2013. No home receiving assistance will have an after-rehabilitation value that exceeds 95 percent of area median purchase price for existing single-family units, as issued by HUD. The after rehabilitation value will be established prior to any rehabilitation work being performed.
9. In accordance with the Federal Funding Accountability and Transparency Act (FFATA) State recipients and Sub-recipients receiving federal funds must register with Dun and Bradstreet (D & B) to obtain a D-U-N-S number and complete or renew their registration in the Central Contractor Registration. Completing these registration processes is free, but may take up to 10 days to complete. A D-U-N-S number and confirmation that your agency is active in SAM is required as part of this year's application.
10. In accordance with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91, which requires public entities that provide public benefits to report annually to DCA, the State Recipient must be compliant with the reporting requirements of O.C.G.A. §13-10-91.
11. In accordance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23, State Recipients must be compliant with the requirements of O.C.G.A. § 36-80-23.
12. In accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq, State Recipients must be complaint with the requirements of O.C.G.A. § 50-24-1 et seq throughout the duration of this Agreement;
13. In accordance with State of Georgia Procurement Requirements as provided in O.C.G.A. 36-80-26, State Recipients must follow the procurement standards when

entering into contracts for grant application submission and administration. Provide signed and dated DCA addendum to CHIP administrative Services Contract and evidence of compliance with procurement requirements Not applicable if the State Recipient is not contracting with a grant administrator

14. The State Recipient has adopted the CHIP policies and procedures for homeowner rehabilitation and new construction designed by DCA in accordance with the requirements of the 2020 CHIP manuals, HUD, and other required federal & state regulations. The CHIP manual should be used in conjunction with your already accepted design based on your approved 2020 application.
15. The State Recipient has adopted written rehabilitation and new construction standards designed by DCA in accordance with the requirements of the 2020 CHIP manuals, HUD, and other required federal and state regulations.
16. The grant term is two years from August 1, 2020 through July 31, 2021. Attach a schedule of grant activities and completion deadline goals to fully complete each project by the July 31, 2021 deadline. Refer to Section 1, Duration and Contract Conditions, of the Agreement for required benchmarks that must be met.



**Georgia Department of Community Affairs  
2019 Community HOME Investment Program  
Sub-recipient Grant Agreement  
Appendix A**

<b>Grantee Name:</b>	Dougherty County Board of Commissioners		
<b>Grant Number:</b>	2020-103		
<b>Grant Term:</b>	August 1, 2020 – July 31, 2022		
<b>Approved Activities:</b>			
		<b>Yes</b>	<b>No</b>
Homeowner Rehabilitation Assistance Only:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
New Construction & Homeowner Rehabilitation Assistance:		<input type="checkbox"/>	<input checked="" type="checkbox"/>
New Construction Only:		<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Approved Budget:</b>			
Homeowner Rehabilitation Assistance Project Funds:	\$300,000		
New Construction and/or Rehabilitation of Vacant Homes for Sale to Eligible Homebuyers Project Funds:	\$ 0		
Total Award:	\$ 300,000		
<b>Total Households to be Assisted:</b>			
Total Households To Receive Homeowner Rehabilitation Assistance:	<b>6</b>	households	
Total Households to buy newly constructed homes:	<b>0</b>	households	
<b>Assistance Structure- Homeowner Rehabilitation Assistance Activities:</b>			
<input checked="" type="checkbox"/>	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Stick-built or Modular Housing:	\$1,000 - \$49,000	
<input checked="" type="checkbox"/>	Rehabilitation Project Delivery Cost Grant Limit:	Maximum of \$4,000	
<input checked="" type="checkbox"/>	Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$49,000 Less Project Delivery Costs	
<input checked="" type="checkbox"/>	Manufactured Housing Eligible in Program Design:	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Manufactured Housing:	\$1,000 - \$8,000	
<input checked="" type="checkbox"/>	Project Delivery Grant Limit for Manufactured Housing:	Maximum of \$1,000	
<input checked="" type="checkbox"/>	Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$8,000 Less Project Delivery Costs	
<b>Assistance Structure-New Construction Activities:</b>			
<input type="checkbox"/>	Developer's Fee	Maximum of 15% or \$20,000	
<input type="checkbox"/>	Construction Project Delivery Cost Grant Limit:	Maximum of 5% per project	
<b>Additional Program Design Elements for New Construction Activities :</b>			
<input type="checkbox"/>	Grantee will incorporate the use of energy audits in the assessment of all work completed.		
<input checked="" type="checkbox"/>	Grantee will require the completion of visitability improvements identified in OCGA 8-3-172 within all units receiving assistance to the extent compatible with the rehabilitation work proposed.		
<input type="checkbox"/>	Must meet HUD's Uniform Physical Conditions Standards (UPCS)		
<b>Match:</b>			

<input type="checkbox"/>	Grantee does not propose a contribution of eligible HOME match to the program.
<input checked="" type="checkbox"/>	Grantee will generate a local contribution of match eligible under §92.220 of the Final HOME Rule in the amount of: \$360,140.

**Georgia Department of Community Affairs  
2019 Community HOME Investment Program  
Sub-Recipient Grant Agreement  
Appendix B  
General Conditions**

<b>Grantee Name:</b>	<b>Dougherty County Board of Commissioners</b>		
<b>Grant Number:</b>	<b>2020-103</b>		
<b>Original Issuance:</b>	<b>August 1, 2020</b>	<b>Amendment #:</b>	

Before commencing with any activities that will result in the expenditure of funds under this grant, the Grantee must provide appropriate documentation and receive DCA approval that the following General Conditions have been cleared by DCA:

**Approval Status**

Federal Requirements

- |  |                            |
|--|----------------------------|
| <p>1. In order to comply with the National Environmental Protection Act (NEPA) and clear this contract condition, the State Recipient must have a cleared Tier 1 Broad Level Environmental Review completed. The State Recipient may not initiate any work that will have a physical impact on any property to be served until completion of the Tier Two Site Specific Environmental Review is completed and approved by DCA staff on a project-by-project basis.</p> | <p><i>Not Approved</i></p> |
| <p>2. In compliance with 24 CFR 92.351 of the HOME Rule, the Grantee must make reasonable efforts to affirmatively further fair housing practices and must develop and adopt as part of their local CHIP policies and procedures an Affirmative Fair Housing Marketing Plan. DCA must approve the AFHMP.</p>   | <p><i>Not Approved</i></p> |
| <p>3. In compliance with 24 CFR 92.351 of the HOME Rule, the Grantee must make reasonable efforts to encourage the use of minority and women owned business enterprises (MBE/WBE) and must adopt as part of their local CHIP policies and procedures an MBE/WBE Outreach Plan. The MBE/WBE Outreach Plan must be approved by DCA.</p>  | <p><i>Not Approved</i></p> |
| <p>4. In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, the Grantee must take timely and reasonable steps to provide Limited English Proficient (LEP) persons with meaningful access to programs and activities funded by the federal</p>   | <p><i>Not Approved</i></p> |

government and awarded by DCA. The Grantee must provide a Language Access Plan (LAP) and DCA must approve the LAP.

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| 5.   | A person is on staff or under contract that has a Lead-based Paint Visual Assessment Certificate.   | <i>Not Approved</i> |
| <br> |   |                     |
| 6.   | The Grantee has adopted a plan for the recruitment of businesses and employees targeted under Section 3 of the Housing and Urban Development Act of 1968 and such plan has been approved by DCA.  | <i>Not Approved</i> |
| <br> |   |                     |
| 7.   | At least one person is on staff of the Grantee or under contract to the Grantee who has a minimum of three (3) years of experience as a professional construction inspector or as a professional in a related field, such as architecture, engineering, construction supervision, building or housing code inspection, or a similar field. Such inspector must be approved by DCA to conduct HUD's Uniform Physical Conditions Standards (UPCS) inspections.  | <i>Not Approved</i> |
| <br> |   |                     |
| 8.   | Acknowledge to provide CHIP assistance according to the property value limits for homeownership activities, as outlines in 24 CFR §92.254(a)(2)(iii) of the HOME Final Rule published on July 24, 2013. No home receiving assistance will have an after-rehabilitation value that exceeds 95 percent of area median purchase price for existing single-family units, as issued by HUD. The after rehabilitation value will be established prior to any rehabilitation work being performed.                           | <i>Not Approved</i> |
| <br> |   |                     |
| 9.   | In accordance with the Federal Funding Accountability and Transparency Act (FFATA) State recipients and sub-recipients receiving federal funds must register with Dun and Bradstreet (D & B) to obtain a D-U-N-S number and complete or renew their registration in the Central Contractor Registration. Completing these registration processes is free, but may take up to 10 days to complete. A D-U-N-S number and confirmation that your agency is active in SAM is required as part of this year's application. | <i>Not Approved</i> |

#### State of Georgia Requirements

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|-----|--|---------------------|
| 10. | In accordance with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91, which requires public entities that provide | <i>Not Approved</i> |
|-----|--|---------------------|

public benefits to report annually to DCA, the Grantee must be compliant with the reporting requirements of O.C.G.A. §13-10-91.

- |      |   |                     |
|------|---|---------------------|
| 11.  | In accordance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23, Grantees must be compliant with the requirements of O.C.G.A. § 36-80-23.                        | <i>Not Approved</i> |
| <br> |   |                     |
| 12.  | In accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq, Grantees must be complaint with the requirements of O.C.G.A. § 50-24-1 et seq throughout the duration of this Agreement; | <i>Not Approved</i> |

Georgia Department of Community Affairs Community HOME Investment Program (CHIP)  
Requirements

- |      |  |                     |
|------|--|---------------------|
| 13.  | In accordance with State of Georgia Procurement Requirements as provided in O.C.G.A. 36-80-26, Grantees must follow the procurement standards when entering into contracts for grant application submission and administration. Provide signed and <u>dated</u> DCA addendum to CHIP administrative Services Contract and evidence of compliance with procurement requirements Not applicable if the grantee is not contracting with a grant administrator | <i>Not Approved</i> |
| <br> |  |                     |
| 14.  | The Grantee has adopted the CHIP policies and procedures for homeowner rehabilitation and new construction designed by DCA in accordance with the requirements of the 2019 CHIP manuals, HUD, and other required federal & state regulations. The CHIP manual should be used in conjunction with your already accepted design based on your approved 2019 application.   | <i>Not Approved</i> |
| <br> |  |                     |
| 15.  | The Grantee has adopted written rehabilitation and new construction standards designed by DCA in accordance with the requirements of the 2019 CHIP manuals, HUD, and other required federal and state regulations.   | <i>Not Approved</i> |
| <br> |  |                     |
| 16.  | The grant term is two years from August 1, 2019 through July 31, 2021. Attach a schedule of grant activities and completion deadline goals to fully complete each project by the July 31, 2021 deadline. Refer to Section 1, Duration and Contract Conditions, of the Agreement for required benchmarks that must be met.  | <i>Not Approved</i> |



## MEMORANDUM OF AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Dougherty County, Georgia (hereinafter called the County) and the Southwest Georgia Regional Commission (hereinafter called the RC).

### WITNESSETH THAT:

Whereas, the County desires to engage the RC to render certain technical and administrative services in the implementation of the Georgia Housing and Community HOME Investment Program Grant Number **2020-103** approved under the Housing and Community Development Act of 1974, and as amended.

NOW THEREFORE, the parties hereto do mutually agree as follows:

#### I. Retention of the Southwest Georgia Regional Commission

The County agrees to retain the RC and the RC shall have the responsibility for the timely and proper contract performance in the delivery and purchase of goods and services required. In the exercise thereof, the County agrees to an expeditious action on all contracts of purchase agreements prepared for the County by RC personnel. Pursuant to the execution of contracts or purchase agreements, the RC shall have the Authority to command performance according to the specifications of the contract or agreement as if the RC personnel were an appointed officer of the County.

#### II. Scope of Services

The RC shall do, perform, and carry out the following services as needed in a satisfactory and proper manner. In so doing, the RC shall perform all the tasks except the actual establishment of policy and the execution of documents. It shall provide timely and complete advice to officers of the County for such policy development and document and document preparation.

1. Provide fiscal management design and assistance towards compliance with DCA and HUD audit standards.
2. Obtain reimbursements.
3. Review program for non-eligible costs.
4. Submit program progress reports.
5. Prepare and process Environmental Assessment Reviews.
6. Assist in obtaining property appraisals (if applicable).



7. Assist in acquiring all services necessary for property acquisition (if applicable).
8. Assist in obtaining engineering, architectural, and other type professional services.
9. Assist engineers/architects in the selection of contractors for public facilities installation.
10. Handle the relocation process of displaced persons (if applicable).
11. Assist in the property disposition (if applicable)
12. Provide rehabilitation plans and ensuing inspections (if applicable).
13. Assist in processing rehabilitation loans and grants and related activities (if applicable).
14. Solicit and assist in the selection of rehab contractors (if applicable).
15. Solicit and assist in the selection of clearance contractors (if applicable).
16. Perform project close-out procedures.
17. Provide for monitoring of contractor compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.
18. Provide for the monitoring of contractor compliance with the provisions of the Fair Labor Standards Act.
19. Provide for the monitoring of contractor compliance with the Lead-Based Paint Poisoning Prevention Act.
20. Monitor contractor compliance with Copeland Anti-kickback Act.
21. Monitor or provide for monitoring for Civil Rights Compliance in accordance with: Public Law 88-352 Title VI of 1964 - Public Law 90-284 Title VIII of 1968 - Section 109 of the Housing and Community Development Act of 1974 24 Code of Federal Regulations 507-601 - Executive Order 11063 - Executive Order 11246 - Section 3 of the Housing and Urban Development Act of 1968.
22. Monitor or provide for monitoring for complying with all applicable regulation governing lending activity in accordance with The Truth in Lending Act, Title I of the Consumer Credit Protection Act, 15 U. S. C. A. § 1601;

Home Mortgage Disclosure Act, 12 U. S. C. § 2801-09 Equal Credit Opportunity Act, 15 U.S. C. 1601 et seq.; and all other applicable fair lending laws.

23. Monitor relocation assistance in accordance with Sections 202, 203, 204, 205, and 301 of Public Law 92-646.
24. Submit Flood Hazard Assurance Reports as required by Executive Order 11296.
25. Submit Water Pollution Control Assurance Reports as required by Executive Order 11128.
26. Monitor compliance with OMB Circular A-87: Cost Principles Applicable to Grants and Contracts with State and Local Governments.
27. Monitor compliance with OMB Circular A-102; Uniform Administration Requirements for Grants-in-aid to State and Local Governments and to the State of Georgia Community Development Block Grant and Community HOME Investment Program.
28. Remain abreast of current guidelines pursuant to the Housing and Community Development Act of 1974 and provide the necessary liaison with appropriate Department of Community Affairs and Community HOME Investment Program officials and other State and Federal officials in order to provide the necessary technical advice for the protection of the County in its responsibilities under the Act.
29. Acquire and maintain other agencies' cooperation.
30. Provide support services.
31. Provide other services as needed to assure the successful and timely completion of the project.

### III. Assurances

The RC will comply with:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 10) which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or

structure thereon is provided or improved with the aid of Federal assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, and transferee, for the period during which the real property or structure is used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provisions of brokerage services.
3. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 507.601) which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under this Part.
4. Executive Order 11063 on equal opportunity in housing and non-discrimination in the sale or rental of housing built with Federal assistance.
5. Executive Order 11236, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), and Section 4(b) of the Grant Agreement, which provides that no person shall be discriminated against on basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
6. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, person residing in the area of the project.

#### IV. Personnel

In order to ensure the effective continuing implementations of the Housing and Community HOME Investment Grant, the County Clerk and other personnel designated

by the Mayor and County Commission, shall work closely with, and coordinate all pertinent operations with assigned RC personnel.

#### VI. Retention and Access to Records

1. The County shall give access to any books, documents, papers and records directly pertinent to this contract for the purpose of making audits, examination, excerpts, and transcriptions to the County, DCA, HUD and the Comptroller General of the United States, or any of their duly authorized representatives.
2. The County shall maintain all required records for three years after the County makes final payments and all other pending matters are closed.

#### VII. Compensation

The County agrees to pay the RC for the performance of the scope of services outlined in Section II of this contract.

1. Payment will be based on services provided by the RC at cost, which includes chargeable salaries, fringe benefits, travel, and indirect costs as established by the RC annually and filed with the U.S. Department of Commerce, Office of Audits. The County agreed to pay the RC an additional 3% of the awarded project cost amount of \$300,000 to administer the CHIP grant. The CHIP grant funds will pay \$300,000 for all construction costs and the remaining administration funds of \$9,500 will be paid by the Dougherty County over the two-year grant period. It is estimated that the costs of RC services will not exceed **\$15,500.00**. (See attached Resolution & letter.)
2. Reimbursement shall not be requested more frequently than monthly, and all requests will be supported by itemized charges. It is also understood that payments of request for reimbursement are subject to availability of funds from DCA and drawdown procedures required by DCA.

#### VIII. Project Delivery Costs

In accordance with the Grant Award, pages 10 of the Community HOME Investment Program "Administrative Manual" and State Sub-Recipients Grant agreement "Appendix A" of the grant award that detail the grant's guidelines. DCA will permit the City to charge a per unit project delivery cost fee for REHABILITATION ASSISTANCE AND LEAD INSPECTION AND RISK ASSESSMENT for each completed CHIP assisted housing units:

SEE ATTACHMENTS

Subject to conditions hereinafter set forth, an equitable adjustment of the contract price is established as follows:

THE AFOREMENTIONED ADMINISTRATION CONTRACT BETWEEN THE COUNTY AND RC WILL INCREASE BASED ON THE PROJECT DELIVERY COSTS PER UNIT:

- FOR STICK BUILT REHABILITATION OR MODULAR HOUSING PROJECT, A MAXIMUM OF UP TO \$4,000 PER UNIT FOR NON-LEAD COSTS.

THE ADDITIONAL AMOUNTS PER UNIT CAN BE APPLIED TO THE CONTRACT PRICE BASED ON THE COMPLETION OF THE CHIP ASSISTED HOUSING UNIT.

#### IX. Termination of Agreement

This agreement shall terminate at the end of the grant period or prompt completion of all requirements imposed by the grant. It is further agreed that this agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party. The County shall reimburse the RC for any valid expenditure eligible under this agreement that the RC has incurred up to the date of receipt of termination. Additional expenditures by the RC during the thirty (30) day period will be incurred only with permission by the County. These approved expenditures will be reimbursed at the date of termination.

\_\_\_\_\_  
Chairman

Signature and Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director, Southwest Georgia RC

\_\_\_\_\_  
Witness