



BALDWIN COUNTY REGULAR MEETING

June 07, 2022

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION

1. Alpha Alpha Phi Omega

APPROVAL OF MINUTES

2. May 9, 2022 Executive Session
May 17, 2022 Regular Meeting
May 17, 2022 Executive Session
May 25, 2022 Called Meeting
May 25, 2022 Executive Session

ADMINISTRATIVE/FISCAL MATTERS

3. Community Home Investment Program (CHIP) Award - County Manager
4. Local Option Sales Tax (LOST) - Chairman

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION - Litigation

ADJOURNMENT

REMINDERS

June 21, 2022, Tuesday, 6:00 p.m., Regular Commission Meeting, Suite 220, Government Building.

July 4, 2022, Monday, All Non-Emergency Departments Will Be Closed in Observance of Independence Day.

July 5, 2022, Tuesday, 6:00 p.m., Regular Commission Meeting, Suite 220, Government Building.

July 19, 2022, Tuesday, 6:00 p.m., Regular Commission Meeting, Suite 220, Government Building.



BALDWIN COUNTY REGULAR MEETING

May 17, 2022

1601 N Columbia St, Suite 220

6:00 PM

MINUTES

MEMBERS PRESENT

Henry Craig
John Westmoreland
Kendrick Butts
Emily Davis
Sammy Hall

ALSO PRESENT

David McRee
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chairman Craig called the meeting to order at 6:00 p.m.

INVOCATION

Invocation was delivered by Commissioner Sammy Hall

PLEDGE OF ALLEGIANCE

Baldwin High School JROTC led the Pledge of Allegiance

APPROVAL OF MINUTES

Commissioner Sammy Hall made a motion to approve the minutes of the May 3, 2022 Regular Meeting and the May 9, 2022 Called Meeting as submitted. Vice Chairman John Westmoreland seconded the motion and it passed unanimously.

AMENDMENT TO AGENDA

Commissioner Emily Davis made a motion to amend the Agenda to go into Executive Session after the Public Comment Period to discuss a personnel matter. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Appointment to Region 5 EMS Advisory Council

Chief Victor Young reported the Region 5 EMS Advisory Council has two Baldwin County Representatives and Lewis Osborne's term is ending. He is eligible for reappointment to serve on the Region 5 for the term 2022 - 2025. Chief Young recommended the reappointment of Louis Osborne to serve on the Region 5 EMS Advisory Council.

Commissioner Emily Davis made a motion to reappoint Lewis Osborne to serve on the Region 5 EMS Advisory Council. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Alcoholic Beverage License – Assistant County Manager

Assistant County Manager Dawn Hudson presented a Retail Package Beer and/or Wine Alcoholic Beverage License Application for the Log Cabin Store located at 2119 N. Jefferson Street. She stated all legal requirements have been met, and this is an existing establishment; however, there is a new owner.

Commissioner Emily Davis made a motion to approve the Alcoholic Beverage License as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Resolution for 2022 Community Development Block Grant (CDBG) Application

Assistant County Manager Dawn Hudson presented a Resolution supporting the FY 2022 CDBG application for sewer improvements, committing to the required cash match for the project, \$1,000 cash for the required audits and all additional cash and/or in-kind services to complete the project over the grant amount. The Resolution also states the following: the Chairman is authorized to act as the official representative of the County in respect to the application and compliance with applicable regulations; the Chairman is authorized to enter into agreements for Engineering and Grant Administration services and to execute the application and other required documents including the grant award package (if funded) and adopts the Citizen Participation Plan of DCA to ensure public involvement.

Commissioner Emily Davis made a motion to adopt the Resolution as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

A copy of the Resolution is herewith attached and made an official part of the minutes at pages _____ and _____.

OLD BUSINESS

Commissioner Davis asked for an update on trash. Assistant County Manager Hudson reported she does not have an update since Mr. Tobar has been handling this matter.

NEW BUSINESS

Commissioner Butts requested that defibrillators be placed in County buildings and staff be trained in their use. He also asked if the County could acquire Narcan to help with the drug problem throughout the County.

Chairman Craig stated he has also inquired about defibrillators being placed in all county buildings and training being provided for staff.

Chief Young stated the Fire Rescue does not have Narcan.

Commissioner Davis discussed an incident at Buffalo Wild Wings. She stated she had been made aware that an Ordinance was adopted in Rockdale County to address unruly incidents by youth, and she felt that the County should look into something like this to see if it could be useful here to keep these type incidents from happening.

County Attorney McRee stated that this restaurant is in the City, and if both bodies would need to adopt it to see if it would be of help.

Commissioner Butts asked if any decision has been made on keeping the gym open on weekends. Chairman Craig stated he will discuss this with the County Manager and Recreation Director.

COUNTY MANAGER'S REPORT

No Report

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Ms. Ruby Havior, 1200 Harris Street, addressed the Board requesting the Government Building be named after Oscar Davis, Sr. She also asked when a swimming pool will be built. She stated the community has been waiting for this.

EXECUTIVE SESSION

Commissioner Emily Davis made a motion to adjourn into Executive Session at 6:28 p.m. to discuss personnel. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

RECONVENE REGULAR MEETING

Commissioner Emily Davis made a motion to reopen the Regular Meeting at 6:40 p.m. Commissioner Sammy Hall seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Emily Davis made a motion to adjourn the Regular Meeting at 6:40 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Henry R. Craig
Chairman

Cynthia K. Cunningham
County Clerk



BALDWIN COUNTY CALLED MEETING

Monday, May 25, 2022

Government Building, Suite 220, 1601 N Columbia St

2:00 PM

MINUTES

MEMBERS PRESENT

Henry Craig
John Westmoreland
Kendrick Butts
Emily Davis
Sammy Hall

OTHERS PRESENT

Carlos Tobar
David McRee
Cindy Cunningham

CALL TO ORDER

Chairman Craig called the May 25, 2022 Called Meeting to order at 2:00 p.m.

INVOCATION

The Invocation was delivered by County Manager Carlos Tobar.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chairman Henry Craig.

AMENDMENT TO AGENDA

Vice Chairman John Westmoreland made a motion to amend the Agenda to have an Executive Session to discuss potential litigation. Commissioner Emily Davis seconded the motion and it passed unanimously.

ADMINISTRATIVE / FISCAL MATTERS

Warehouse and Office Lease Agreement at Lawrence Building

Chairman Henry Craig stated the only item for discussion is the Lease Agreement at the Lawrence Building.

EXECUTIVE SESSION

Commissioner Kendrick Butts made a motion to adjourn into Executive Session at 2:03 p.m. for discussion of potential litigation. Commissioner Emily Davis seconded the motion and it passed unanimously.

RECONVENE CALLED MEETING

Commissioner Emily Davis made a motion to reconvene the Called Meeting at 3:10 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Warehouse and Office Lease Agreement at Lawrence Building

Commissioner Kendrick Butts made a motion to authorize Chairman Craig to sign a proposed third - party lease regarding the Lawrence Building. Vice Chairman John Westmoreland seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Emily Davis made a motion to adjourn the Called Meeting at 3:12 p.m. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Respectfully submitted

Henry R. Craig
Chairman

Cynthia K. Cunningham
County Clerk

**Georgia Department of Community Affairs
2022 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 Baldwin County (State Recipient”), for the purpose of providing funding to the State Recipient to implement the HOME-funded activities as described in the 2022 Community HOME Investment Program (“CHIP”) Application Manual (Application) 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 Community HOME Investment Program (“CHIP”) Application Manual, the review and selection of applications submitted in response to the Application, 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 three years and shall begin on September 1, 2022, and end on August 31, 2025. This Agreement with DCA must be fully executed and all contract conditions submitted by August 31, 2022. DCA may allow one additional grant extension after August 31, 2025, if necessary to complete the grant activities. However, grants will expire within four (4) years on August, 31, 2026. In addition, required benchmarks must be met within the first eighteen months. If these benchmarks are not met, DCA may cancel the grant for inactivity. The required benchmarks for Owner-Occupied Housing Rehabilitation include- 1) homeowners have been identified and 2) pre-setups are submitted. The required benchmarks for New Construction include: 1) land acquisition completed, 2) pre-sets submitted (if projects sites were not known during application), 3) bid requests have been published, 4) a Developer has been procured and 5) a written agreement with the developer has been executed. The Agreement may be terminated by either party by written notice of such intent and 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 92.205, all project funds associated with an eligible activity must be committed by a written agreement and entered into 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. The project must be completed within four (4) years of the date of commitment of funds.

Following the expenditure and completion deadline of the CHIP Grant Agreement, 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 \$400,000 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 accordance with the CHIP Program Application, and related CHIP manuals, and 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 and underwriting tools 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. Additional guidance for recapture is provided in Section 7.

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

HOME program income is defined in the Definitions section of the HOME Final Rule at 24 CFR 92.2. The State Recipient agrees to return any program income generated by the expenditure of the CHIP funds 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.

SECTION 8 Recaptured Funds

The State Recipient agrees when the CHIP assisted property is no longer the principal 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.

SECTION 9 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 10 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 11 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 12 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 13 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 14 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 15 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.

For new construction projects, if there is no ratified sales contract with an eligible homebuyer for the housing within nine (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 16 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.

The State Recipient acknowledges that this Agreement does not constitute a commitment of funds

or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt of a release of funds, as required, from DCA or the U.S. Department of Housing and Urban Development (HUD), under 24 CFR Part 58. Additionally, the State Recipient is prohibited from undertaking or committing any funds to physical or choice-limiting actions.

SECTION 17 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 18 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 19 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 20 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 21 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 income of all eligible members of the household;
- e. 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;
- f. Documentation of 95% after rehab value calculations;
- g. Documentation of loan documents and affordability periods;
- h. 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;
- i. 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);
- j. Documentation of performance with the State Recipient’s Section 3 Plan and Section 3 of the Housing and Urban Redevelopment Act of 1968.
- k. 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;
- l. Documentation of the Grant’s Environmental Assessment or Tier 1 and Tier 2 compliance with the National Environmental Protection Act and HOME Final Rule (24 CFR 92.352);
- m. Documentation as to whether or not flood insurance is part of a New Construction activity as set forth in the HOME Regulations and required CHIP manuals, and applicable documentation of said flood insurance;
- n. Documentation of compliance with the Georgia Security and Immigration Compliance Act as provided in O.C.G.A. §50-36-1and required CHIP manuals;

- o. Documentation as to whether or not flood insurance is part of a New Construction activity as set forth in the HOME Regulations and required CHIP manuals, and applicable documentation of said flood insurance;
- p. 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;
- q. 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;
- r. 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;
- s. Documentation of compliance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities as provided in O.C.G.A. § 36-80-23
- t. Documentation of compliance with the Section 504 federal civil rights law under the Rehabilitation Act of 1973 and required CHIP manuals;
- u. 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;
- v. Documentation of compliance with Title II of the Americans with Disabilities Act of 1990 (ADA) and required CHIP manuals;
- w. Documentation of compliance with Section 808(d) of the Fair Housing Act and required CHIP manuals.

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 22

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 23 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 24 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 25 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 26 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 27
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 28
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

- (b) Notices and communications to the State Recipient:

To be filled in by the State Recipient:

Name _____

Title: _____

Address: _____

Phone number: _____

Email address: _____

SECTION 29**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 30 **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:

Approved as to form: State Recipient: _____

By: _____ By: _____
Name: . Name: _____
Title: _____ Title: _____

Attest: _____
Name: _____
Title: _____

Sworn to and subscribed before me, this _____ day of _____, 20__.

Notary Public
My Commission Expires:

(NOTARY SEAL)

Georgia Housing and Finance Authority

By: _____
Name: Tommy Lowman
Director, Housing Finance and
Development Division
Title: _____

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
2022 Community HOME Investment Program
State Recipient Grant Agreement
Appendix A**

State Recipient Name:	Baldwin County		
Grant Number:	2022-101		
Grant Term:	September 1, 2022 – August 31, 2025		
Approved Activities:			
		Yes	No
Homeowner Rehabilitation Assistance Only:		<input checked="" 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"/>
Approved Budget:			
Homeowner Rehabilitation Assistance Project Funds:	\$400,000		
New Construction and/or Rehabilitation of Vacant Homes for Sale to Eligible Homebuyers Project Funds:			
Total Award:	\$400,000		
Total Households to be Assisted:			
Total Households To Receive Homeowner Rehabilitation Assistance:	6	households	
Total Households to buy newly constructed homes:		households	
Assistance Structure- Homeowner Rehabilitation Assistance Activities:			
<input checked="" type="checkbox"/>	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Stick-built or Modular Housing:	\$1,000 - \$75,000	
<input checked="" type="checkbox"/>	Construction Project Delivery Cost Grant Limit:	Maximum of \$4,000	
<input checked="" type="checkbox"/>	Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$75,000 Less Project Delivery Costs	
<input checked="" type="checkbox"/>	Manufactured Housing Eligible in Program Design:	<input 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 - \$25,000	
<input checked="" type="checkbox"/>	Project Delivery Grant Limit for Manufactured Housing:	Maximum of \$2,000	
<input checked="" type="checkbox"/>	Deferred Payment Second Mortgage Loan Range for Manufactured Housing:	\$1,000 - \$25,000 Less Project Delivery Costs	
Assistance Structure-New Construction Activities:			
<input type="checkbox"/>	Developer's Fee	Maximum of 15% or \$40,000	
<input type="checkbox"/>	Homebuyer Subsidy	\$1,000-\$40,000	
<input type="checkbox"/>	Construction Project Delivery Cost Grant Limit:	Maximum of 5% per project	
Additional Program Design Elements for New Construction Activities:			
<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:	
<input type="checkbox"/>	State Recipient does not propose a contribution of eligible HOME match to the program.
<input checked="" type="checkbox"/>	State Recipient will generate a local contribution of match eligible under §92.220 of the Final HOME Rule in the amount of: \$25,644

**Georgia Department of Community Affairs
2022 Community HOME Investment Program
State Recipient Grant Agreement
Appendix B
General Conditions**

Grantee Name:	Baldwin County
Grant Number:	2022-101

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

Federal Requirements		<u>Approval Status</u>
1.	In order to comply with the National Environmental Protection Act (NEPA) and clear this contract condition, the Recipient must have a cleared Tier 1 Broad Level Environmental Review completed. The 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.	<i>Not Approved</i>
2.	In compliance with 24 CFR 92.351 of the HOME Rule, the 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.	<i>Not Approved</i>
3.	In compliance with 24 CFR 92.351 of the HOME Rule, the 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.	<i>Not Approved</i>
4.	In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, the 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 Recipient must provide a Language Access Plan (LAP) and DCA must approve the LAP.	<i>Not Approved</i>
5.	A person is on staff or under contract that has a Lead-based Paint Visual Assessment Certificate.	<i>Not Approved</i>
6.	The 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.	<i>Not Approved</i>

- 7. At least one person is on staff of the Recipient or under contract to the 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. *Not Approved*

- 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. *Not Approved*

- 9. In accordance with the Federal Funding Accountability and Transparency Act (FFATA) 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. *Not Approved*

State of Georgia Requirements

- 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 Recipient must be compliant with the reporting requirements of O.C.G.A. §13-10-91. *Not Approved*

- 11. In accordance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23, the Recipient must be compliant with the requirements of O.C.G.A. § 36-80-23. *Not Approved*

- 12. In accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq, the Recipient must be complaint with the requirements of O.C.G.A. § 50-24-1 et seq throughout the duration of this Agreement; *Not Approved*

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, the Recipient must follow the procurement standards when entering into contracts for grant application submission and administration. Provide signed and *Not Approved*

dated 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

14. The Recipient has adopted the CHIP policies and procedures for homeowner rehabilitation and new construction designed by DCA in accordance with the requirements of the 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 application. *Not Approved*
15. The Recipient has adopted written rehabilitation and new construction standards designed by DCA in accordance with the requirements of the CHIP manuals, HUD, and other required federal and state regulations. *Not Approved*
16. The grant term three years from September 1, 2022 through August 31, 2025. Attach a schedule of grant activities and completion deadline goals to fully complete each project by the August 31, 2025 deadline. Refer to Section 1, Duration and Contract Conditions, of the Agreement for required benchmarks that must be met. *Not Approved*