

FIRST AMENDMENT TO AGREEMENT
Between THE CITY OF SMYRNA, GEORGIA
And
REBUILDING TOGETHER ATLANTA, INC.

THIS First Amendment to the Agreement entered the 21 day of November 2022 by and between The City of Smyrna, Georgia, a municipal corporation of the State of Georgia, hereinafter referred to as "City"; and Rebuilding Together Atlanta, Inc., a Corporation of Fulton County, State of Georgia, hereinafter referred to as the "Contractor;" all collectively referred to as the "parties;"

WHEREAS, the City has received Program Year PY 2021 Community Development Block Grant funds, hereinafter referred to as "CDBG", as a Subrecipient of the Cobb County CDBG Program for the implementation of activities determined to be CDBG-eligible by Cobb County, hereinafter referred to as "County;" and

WHEREAS, the City has entered into an agreement with the Contractor for the administration and implementation of a Home Repair Grant Program to assist lower income homeowners by providing grant funding for housing rehabilitation projects, including \$50,000 in grant funding and \$12,500 in administrative fees; and

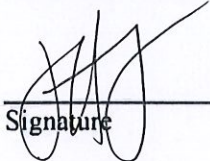
WHEREAS, the City and the Contractor desire to amend the terms of the Agreement to extend the termination date from December 31, 2022 to March 31, 2023.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Effective Date and Termination Date - The effective date of this Agreement is the date specified on Page 1 of the Agreement. The termination date of the Agreement is extended to **March 31, 2023**.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE CONTRACTOR:


Signature

John Hamilton, Board Treasurer

Type or Print Name and Title

Signature Date: 12/12/2022

[Impress City or Corporate Seal Here]

FOR CITY OF SMYRNA:


Signature

Derek Norton, Mayor

Type or Print Name and Title

Signature Date: November 21, 2022

ATTEST:



Heather K. Peacon-Corn, City Clerk



APPROVED

Per the City of Smyrna

Mayor and Council

Official Meeting Minutes

Date: 11-21-2022

SCANNED

BY: HC Date: 11/22/22

ORIGINAL

AGREEMENT
Between THE CITY OF SMYRNA, GEORGIA
And
REBUILDING TOGETHER ATLANTA, INC.

THIS AGREEMENT entered the 3 day of June 2022 by and between The City of Smyrna, Georgia, a municipal corporation of the State of Georgia, hereinafter referred to as "City"; and Rebuilding Together Atlanta, Inc., a Corporation of Fulton County, State of Georgia, hereinafter referred to as the "Contractor;" all collectively referred to as the "parties;"

WHEREAS, the City has received Program Year PY 2021 Community Development Block Grant funds, hereinafter referred to as "CDBG", as a Subrecipient of the Cobb County CDBG Program for the implementation of activities determined to be CDBG-eligible by Cobb County, hereinafter referred to as "County;" and

WHEREAS, the City has appropriated \$62,500 from CDBG PY 2021 to the Contractor for the administration and implementation of a Home Repair Grant Program to assist lower income homeowners by providing grant funding for housing rehabilitation projects, including \$50,000 in grant funding and \$12,500 in administrative fees; and

WHEREAS, the Contractor agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable terms contained in this agreement.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Use of Funds – The Contractor shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement (Exhibit 1), which activities the City and County shall determine to be eligible for CDBG funds (Exhibit 2), and shall notify the Contractor in writing, under this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. CDBG funds provided through this Agreement must be fully expended no later than December 31, 2022.
2. Procurement – The Contractor shall be solely responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its duties under the Scope of Services.
3. Record Keeping/Reporting

A. Financial Record Keeping

The Contractor shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR 200 and with the "Common Rule" provisions [24 CFR Parts 84 and 85] as amended December 19, 2014 as applicable. All records shall be made available, upon City or Cobb County request, for inspection and audit by the County, or by its representatives. If a financial audit(s) determines that the Contractor has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the City reserves the right to recover from the Contractor other non-CDBG monies to fund such disallowed CDBG expenditures.

APPROVED
per the City of Smyrna
Mayor and Council
Official Meeting Minutes
Date: February 21, 2022

SCANNED

BY: HZ DATE: 6/6/2022

B. Programmatic Record Keeping/Reporting

On a monthly basis, the Contractor shall report to the City Administrator's office on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the City to coordinate with the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Contractor-prepared reports shall be submitted in a format provided by the City and at a time no later than the 10th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five years. The City will coordinate with the County to provide reporting forms and technical assistance to the Contractor on the procedures to be followed to collect and report these programmatic data.

4. Contractor's Obligation - The Contractor shall be responsible for carrying out its duties in accordance with the certifications contained in Exhibit 1 of this Agreement. The Contractor shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the City in this connection; it being understood that the City has responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Contractor will also promptly notify the City of any changes in the scope or character of the duties contemplated in this Agreement.
5. Hold Harmless - Contractor shall hold harmless and indemnify and defend the City including, without limitation, its agents, servants, directors, officers, employees, representatives, counterparts and affiliates, licensees, contractors, lessors, successors and assigns, agencies, and subsidiaries, against any and all claims, damages, liabilities, losses, causes of action, and costs and/or expenses of any kind or nature arising out of or alleged to have arisen out of injury (including personal injury to or death of any person or persons) and loss or damage to any property, occurring in connection with or in any way attributable to the performance of work under this Agreement, resulting in whole or in part from the acts, errors, or omissions of Contractor or its employees, agents, or subcontractors under this Agreement. Contractor shall be responsible for and bear the cost of losses sustained and damage to the City's and any other indemnified party's property caused by Contractor's acts, or those of its employees, agents, subcontractors, or subcontractor's employees. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
6. Funding - The City agrees to provide the Contractor with CDBG funds in such amounts as agreed upon in this Agreement to enable the Contractor to carry out its CDBG eligible activity. It is understood that the City shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the City shall make no reimbursement of CDBG funds to the Contractor and draw no funds from HUD/U.S. Treasury on behalf of a Contractor activity prior to having received proper invoice(s) and copies of supporting documentation from the Contractor for the expenses incurred, to ensure that the Contractor has complied with all applicable regulations and requirements. The City will pay Contractor amounts due under this Agreement within 30 days of receiving a proper invoice and required supporting documentation.
7. Environmental Clearance - The County shall be responsible for carrying out environmental reviews and clearances on all activities. The Contractor shall be responsible for providing necessary information, in a timely manner, to the City to coordinate with the County to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory

completion of environmental review and receipt by the County CDBG Program of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

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

8. Wage Rates - The City shall be responsible for coordinating with the County for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Contractor. The Contractor shall notify the City prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The City will coordinate with the County to provide technical assistance to the Contractor to ensure compliance with these requirements.
9. Technical Assistance - The City agrees to coordinate with the County provide technical assistance to the Contractor in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Contractor, and at other times, at the initiative of the City, or when the City provides new or updated CDBG Program information to the Contractor.
10. Review Authority - The City has the responsibility to review any and all procedures and all materials, notices, documents, etc., prepared by the Contractor in implementation of this Agreement and submit to the County for approval. The Contractor agrees to provide all information required by any person authorized by the City to request such information from the Contractor, for the purpose of reviewing the same.
11. Agreement Suspension and Termination - In accordance with the provisions of 2 CFR 200.338-200.342, suspension or termination of this Agreement may occur if the Contractor materially fails to comply with any term of this Agreement. CDBG funds allocated to the Contractor under this Agreement may not be obligated or expended by the Contractor following such date of termination. Any funds allocated to the Contractor under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert to the City.
12. Agreement Amendment(s) - This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any terms, conditions, or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendment(s). If the Contractor seeks an amendment to this agreement, the request for such amendment shall be submitted in written form to the City.
13. Effective Date and Termination Date - The effective date of this Agreement is the date specified on Page 1 of this Agreement. The termination date of this Agreement is December 31, 2022.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE CONTRACTOR:

Amanda Sandage

Signature

Amanda Sandage, Executive Director
Type or Print Name and Title

Signature Date: 6/3/2022

FOR CITY OF SMYRNA:

Derek Norton

Signature

Derek Norton, Mayor
Type or Print Name and Title

Signature Date: June 6, 2022

[Impress City or Corporate Seal Here]

ATTEST:

JH

Signature

John Hamilton, Board Treasurer
Name/Title (Print or Type)

Signature Date: 6/3/2022

ATTEST:

Heather L. Peacock-Corn

Signature

Heather L. Peacock-Corn
Name/Title (Print or Type)

Signature Date: June 6, 2022

Official City Seal



[See Also Attached Exhibit(s)]

EXHIBIT 1

SCOPE OF SERVICES

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

**City of Smyrna CDBG Home Repair Grant Program
Administered by Rebuilding Together Atlanta, Inc. (RTA)**

STATEMENT OF WORK

The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on December 31, 2022. All work shall be completed by December 31, 2022. After that date, the City reserves the right to recapture the funds for use on other eligible projects.

RTA will administer the program to include the in-take of application and vetting, inspections, execution of agreements between homeowners/contractors, coordination with contractors, and payment to contractors. Prior to repair work, RTA will request an environmental review for each property and may not begin work until clearance is given and a Notice to Proceed issued by the Cobb County CDBG Program Office. When the rehabilitation is complete, RTA will seek reimbursement from the City, which will pay the contractor for services. Once the City issues payment to RTA, then the City will seek reimbursement from the Cobb County CDBG Program Office.

As the City is a Subrecipient of the Cobb County CDBG Program, all services provided must comply with federal CDBG requirements.

ACTIVITY BUDGET

The total budget for home repair grants shall not exceed \$50,000. Each home rehabilitated under this program shall not exceed \$10,000 in grant funds.

A flat administrative fee of \$12,500 will be paid to RTA for overhead in administering the program.

GENERAL REQUIREMENTS

1. Program Development
 - a. Work with the City of Smyrna and Cobb County CDBG Office to develop the City of Smyrna's CDBG Home Repair Grant Program
 - b. Determine qualifications, eligibility, and verification process based on HUD and CDBG requirements
 - c. Develop application and program guide for potential applicants
 - d. Develop process of record keeping and distribution of funds on a reimbursement basis and comply with all CDBG requirements
2. Program Administration

- a. Work with the City to update, review, and produce any necessary administration documents
 - b. Facilitate outreach and marketing efforts for applicant intake
 - c. Provide monthly project status updates per CDBG requirements
 - d. Accommodate the needs of non-English speaking applicants, applicants with disabilities, and ensure equal access to services and written materials
 - e. Conduct application eligibility reviews for each submitted and fully complete application
 - f. Submit timely recommendations to the City regarding the eligibility and viability of each project application
 - g. Submit proposed work write-ups to the City including: materials to be used, standards to be met, items brought to code, cost estimates, any leverage amounts, and time estimates
 - h. Package and submit invoices for reimbursement on each completed project
 - i. Assist with scheduling pre-construction meetings and drafting contracts with the Cobb County CDBG program office
 - j. Assist with preparation and submission of all required reports to the Cobb County CDBG program office
 - k. Ensure program compliance with all CDBG requirements
 - l. Perform any other administrative duties required to deliver the project
3. Case Management
- a. Advise applicants on eligibility and program requirements, and assist in application prioritization, preparation, and submission
 - b. Process applications, including necessary follow-up communications
 - c. Perform eligibility and award calculation reviews
 - d. Provide before and after pictures of each project in each home
 - e. Assist applicants through housing repair process
 - f. Perform other application management and homeowner support duties as required to ensure the success of the program
4. Site Inspection
- a. Coordinate with homeowner to conduct site inspection of residence and document findings of repairs
 - b. Estimate cost and scope of program-eligible repairs including:
 - i. A summary list of items to be addressed
 - ii. A basic description of repairs
 - iii. Estimated item quantities
 - iv. Site photographs
5. Environmental Review
- a. Partner with the Cobb County CDBG Program Office to complete Environmental Review for each construction project per HUD requirements
 - b. Provide a necessary information for Environmental Review request, including detailed cost estimate, property location, and homeowner information
6. Construction Management
- a. Oversee construction work related to the program
 - b. Assist with procurement of contractors to conduct program-eligible repairs and assist in the preparation of bid packages as required

- c. Evaluate, monitor, and report the performance of repair contractors
- d. Assist homeowners in understanding repairs to be performed
- e. Assist with permitting and zoning coordination
- f. Approve final project inspection
- g. Coordinate payment from contractors
- h. Assist the City by submitting all necessary documentation on construction to the Cobb County CDBG office
- i. Ensure proper execution and compliance with Federal, State and Local rules including CDBG requirements and City of Smyrna building codes

EXHIBIT 2

GENERAL PROGRAM ELIGIBILITY

The City of Smyrna CDBG Home Repair Grant Program may provide a one-time grant of up to \$10,000.00 to qualified homeowners on a first-come, first-served basis. Eligibility includes:

1. Extremely Low Income (XLI) or Very Low Income (VLI) as defined by HUD (see below for chart)
2. Age 62+ and/or disabled
3. Lived in the home as the principal residence for a minimum of two (2) years
4. Property must be an owner-occupied home
5. Property shall be a single-family residence (includes townhomes and condominiums)
6. Agreement to return full grant amount to City if residence is sold within 24 months of receiving funds upon discussion with City staff

Grant funds may be used to correct the following deficient conditions caused by deferred maintenance and lack of other financial resources:

1. Heating, ventilation, and air conditioning system repair or replacement
2. Exterior doors and window replacements, insulation
3. Electrical rewiring, including breakers, receptacles, GFCI, switches, and plates
4. Roofing shingles and deck replacement, soffits, fascia, boots, and caps, including gutters
5. Plumbing-sewer line repair or replacement. Bath or kitchen appliance replacements (when necessary)
6. Accessibility improvements to accommodate disabled persons and/or make medical accommodations
7. Other items, as determined by City of Smyrna staff

Rehabilitation activities at a cost beyond the grant amount will not be covered by CDBG funds.

Ineligible improvements include the following type of expenses:

1. Repair, purchase, or installation of household appliances which are designed and manufactured to be freestanding
2. Recreational items such as barbecues, bathhouses, greenhouses, spas, Jacuzzis, swimming pools, saunas, television antennae, or tennis courts
3. Luxury items such as dumbwaiters, kennels, murals, flower boxes, awnings, patios, decks storage sheds, or workshops
4. Materials, fixtures, and installations which are considered luxury in nature
5. Repairs intended to upgrade existing materials, fixtures, and installations
6. Any repairs or expenses which, in the determination of the City, do not meet the intent of the program
7. Refinancing existing debt
8. Reimbursement for an owner's personal labor or invoices from independently obtained contractors/laborers

CDBG MAXIMUM HOUSEHOLD INCOME LIMITS [COBB COUNTY, GEORGIA]

FY2021 Income Limits (effective 6/1/2021)

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$18,100	\$30,200	\$48,300
2	\$20,700	\$34,500	\$55,200
3	\$23,300	\$38,800	\$62,100
4	\$25,850	\$43,100	\$68,950
5	\$27,950	\$46,550	\$74,500
6	\$30,000	\$50,000	\$80,000
7	\$32,100	\$53,450	\$85,500
8	\$34,150	\$56,900	\$91,050

*Source: U.S. Department of Housing & Urban Development [HUD]

Extremely Low Income = <30% of Median Household Income

Very Low Income = 30%-50% of Median Household Income

Low Income = 50% - 80% of Median Household Income

Income Limits are recalculated annually