

March 25, 2016

Mr. William Whitson  
City of Hapeville  
3468 North Fulton  
Hapeville, Georgia 30354

RE: Livable Centers Initiative Study Contract

Dear Mr. Whitson:

I am pleased to let you know that the Georgia Department of Transportation approved the Livable Centers Initiative study contracts. Enclosed are the LCI subgrant agreement (two original copies), a contractor/vendor information form, a Certification Regarding Debarment form, and a Georgia Security and Immigration Compliance Act Affidavit. To execute the LCI contract, please follow the instructions below:

- Have appropriate official sign both copies of the subgrant agreement.
- Complete and sign the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- Complete, sign, and notarize the Georgia Security and Immigration Compliance Act Affidavit.
- Complete and sign the contractor/vendor information form.
- Return the signed originals of the subgrant agreement, the completed Certification Regarding Debarment form, the completed Georgia Security and Immigration Compliance Act Affidavit, and the completed contractor/vendor information form, to:

Jared Lombard, AICP  
Atlanta Regional Commission  
40 Courtland Street, NE  
Atlanta, GA 30303

In addition, please remember that ARC needs to review the contract with your selected consultant prior to the start of work. Please contact me if you have any questions.

Sincerely,



Jared Lombard, AICP  
Senior Principal Planner, Community Development Division

**Instructions for Execution of Contracts:**

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1. Have appropriate official sign both copies of the contract.
  2. Complete and sign the Certification Regarding Debarment.
  3. Complete, sign and notarize the Georgia Security and Immigration Compliance Act Affidavit.
  4. Complete and sign the Contractor/Vendor Information form.
  5. Return both signed originals of the contract, the completed Certification Regarding Debarment form, the completed Georgia Security and Immigration Compliance Act Affidavit and the completed Contractor/Vendor Information form.
  6. ARC will return one original of the contract to the contractor once fully executed by ARC.
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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

**1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 29, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. LOBBYING**

As required by **Section 1352, Title 31 of the U.S. Code** (as implemented at 49 CFR Part 20), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

\_\_\_\_\_  
NAME OF APPLICANT

\_\_\_\_\_  
AWARD NUMBER and/or PROJECT NAME

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Atlanta Regional Commission has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

~~The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.~~

\_\_\_\_\_  
E-Verify User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
[NOTARY SEAL]

Notary Public

My Commission Expires: \_\_\_\_\_

CONTRACTOR/VENDOR INFORMATION

Legal name & address of \_\_\_\_\_  
entity with which \_\_\_\_\_  
ARC is to contract: \_\_\_\_\_

*If different from above-*  
Legal name of Payee: \_\_\_\_\_  
Payment Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional addresses are needed, identify each and its purpose on the reverse of this page).

Legal entity status (please mark all that apply):  
 Corporation  Partnership  Individual  Sole Proprietor  
 501C3  501C4  Other Non-profit (describe) \_\_\_\_\_  
 State Government  County/Local Government  
Other(describe): \_\_\_\_\_

(Federal) Employer Identification Number: \_\_\_\_\_  
OR  
Social Security Number (for an individual): \_\_\_\_\_

Is this contractor/vendor an attorney/law firm? YES NO

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES NO

Is this contractor/vendor a:  
Disadvantaged Business Enterprise under 49 CFR Part 26? YES NO  
Minority  or Women

If YES, attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$500,000 or more in a year in Federal awards?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of the \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Hapeville, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION, (hereinafter referred to as "ARC").

### WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant (hereinafter referred to as the "Grant Contract") from the United States Department of Transportation through the Georgia Department of Transportation (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies"); and

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The effective date of this agreement is \_\_\_\_\_. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before August 31, 2017.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof.
5. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to, correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to

designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, the ARC Executive Director hereby designates the ARC Director of Livable Communities as his agent, except for changes and terminations of this agreement.

6. Review and Coordination. To ensure adequate assessment of the Subgrantee's Project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. Subgrantee shall be given reasonable written notice of such meetings.

7. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to designated representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work.

8. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for at least seven years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

9. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the immediately preceding twelve-month period, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement without the express prior written approval of ARC.

10. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his designated agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.

11. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the

Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.

12. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

13. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-contractors to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-contractors shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-contractor's computer systems will be removed.

14. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented to the governing authority of the Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. If ARC's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as ARC shall specify.

15. Employees' Rate of Compensation. The rate of compensation for work performed under this Project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

16. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC

may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

17. Insurance. Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices; including, at least, Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.

18. Audits. The Subgrantee shall cause audits to be accomplished in compliance with OMB Circular A-133, as amended. Copies of all reports resulting from said audits shall be furnished to ARC no later than thirty calendar days after they are received by the Subgrantee.

19. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

20. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

21. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.

22. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

23. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's

Executive Director or his designated agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Director or his designated agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Director or his designated agent, the Subgrantee shall provide ARC with such documentation as ARC's Director shall require, regarding the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

24. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.

25. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.

26. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements, including, but not limited to, 23 CFR 450, 49 CFR 23 or 26 (as applicable), 2 CFR Parts 200, 215, 220, 225 and 230 (as applicable), Executive Order 12372, U.S. Office of Management and Budget Circular No. A-133, 49 CFR 18 (The Common Rule), Federal Procurement Regulations Subpart 1-15.2, or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or Project matters, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

(a) It possesses legal authority to apply for this agreement, and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

(b) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and

qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

(c) It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

(d) It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

(e) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(f) It will cooperate with ARC in assisting the Concerned Funding Agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

- (g) It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- (h) For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision used in the accomplishment of this Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by EPA.
- (i) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- (j) It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR 60).
- (k) It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

## 27. Certifications.

- (a) Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- (b) Debarment and Suspension. Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- (c) Drug-Free Workplace. Subgrantee agrees and hereby certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing this requirement through to lower tier contractors.
- (d) Subgrantee agrees and hereby certifies that it will comply with Georgia Security and Immigration Compliance requirements at O.C.G.A. § 13-10-91.

28. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, as appropriate. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

29. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by ARC.

30. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by ARC.

31. Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing, to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

32. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.

33. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are not cancelable.

34. Unexpended Funds. Upon termination of this agreement for any reason, the Subgrantee shall immediately refund to ARC any balance of unearned or unobligated (unencumbered) cash advanced to the Subgrantee under this agreement.

35. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

CITY OF HAPEVILLE

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATLANTA REGIONAL COMMISSION

\_\_\_\_\_  
ARC Assistant Secretary

By: \_\_\_\_\_  
Executive Director

# ATTACHMENT A

## Scope of Work

**I. General:** The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) subelement:

602 CAS - Livable Centers Initiative Investment Policy Studies (LCI)

**II. Area covered:** All the necessary services provided in this subgrant contract will support the study of LCI-related programs and projects within the Hapeville LCI area.

**III. Goal:** The Atlanta Metropolitan Transportation Planning Area is included in a non-attainment area for ozone under the Clean Air Act Amendments of 1990. Because of this designation, the region must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. The LCI Program seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve accessibility, expand mixed-uses, utilize transit and support further development in the study area. Evaluation of the existing structure and development of likely scenarios should produce recommendations for future investment that support ARC's Livable Centers Initiative Program.

### **IV. Work Tasks:**

The City of Hapeville will prepare a major update to their existing LCI study. The purpose of this update is to keep the LCI plan relevant and produce new recommendations for implementation. The overall intent of the LCI plan should not change and updated goals, policies and action strategies must remain consistent with the LCI program goals.

The City and ARC anticipate the following outcomes from the study to be:

- A tool to inform current and future stakeholders about The City of Hapeville's vision and goals for Downtown area and the Virginia Avenue Corridor.
- Assist the City Council in identifying and prioritizing public investment initiatives in the district;
- Provide marketplace data regarding retail service, commercial and residential capacity of the Downtown area and the Virginia Avenue Corridor.
- Assist with strategy and policy development;
- Assist developers in gaining an understanding of the type, scale, design and location of desired development;
- Establish a development framework for site-specific redevelopment opportunities;
- Develop policies related to the City of Hapeville's role in economic development activities; and
- Establish a basis for land use and zoning policies reflecting community desires.
- Serve as the approved Comprehensive Plan for the City of Hapeville

The work to be accomplished under this contract is divided into the following tasks:

### **Task 1 – Existing Plan Assessment**

The sponsor will conduct a thorough review and assessment of the existing LCI plan and any subsequent updates. The focus of the assessment will include, at a minimum, the following:

- Review the most recent LCI 5-year action plan and identify the status of each item listed (use ARC template)
- Review the recommendations and proposals of all other non-LCI plans and each item’s status or relevancy
- Review existing plans’ proposals for future land uses, development, zoning, transportation and public facilities and compare to conditions “on the ground” today.
- Conduct additional technical analysis on targeted subareas that have changed significantly since the last plan update, may include traffic analysis, walkability assessment,
- Identify issues in reaching full LCI plan consistency with local development regulations and other obstacles to plan implementation.

### **Task 2 – Market Analysis**

Prepare a market or fiscal feasibility analysis that supports the plan recommendations and ensures the proposed plan is realistic.

The focus of the assessment will include, at a minimum, the following:

- Level of market opportunity and depth by land use and product type (i.e. how much and what type of retail is needed, overbuilt, etc.)
- Demand and feasibility assessment for retail, office, and industrial within the LCI area and assessment of competing retail, office, and industrial districts to the LCI area.
- Identify best practice and/or new development incentives or financing mechanisms for including public and private sources of funding.
- Identify market potentials for Downtown area and the Virginia Avenue Corridor with respect to the following market segments: retail, dining/entertainment, personal and professional services, office, housing.
- Quantify future demand for the market segments listed above over a defined time horizon (five to ten years) in terms of nonresidential square footage and number of housing units by housing type.
- Identify an optimal tenant mix for Downtown area and the Virginia Avenue Corridor, including recommendations for geographically clustering mutually supporting uses, if relevant.
- A written description of past absorption trends within Downtown area and the Virginia Avenue Corridor for the various market segments being studied.
- A written projection of future absorption trends quantified by square footage and housing units within Downtown area and the Virginia Avenue Corridor for the various market segments being studied. This may include a contextual comparison to downtown development trends nationwide.
- Recommended interventions to promote business and housing development. Examples of potential interventions to be explored include financial incentives from the City,

- special districts, marketing materials and strategies for recruitment efforts, and general improvements tied to physical and social issues (parking, lighting, public safety, etc.).
- Define primary, secondary and potentially tertiary trade areas. Trade areas should be identified with consideration of population, proximity to other competing business districts, destination attractions, traffic patterns, drive times, retail mix, store sizes and sales volumes, and actual customer data. Data derived from actual customer spending in the City of Hapeville is preferred.
  - Develop customer profiles, the customer profile information should include detailed demographics, lifestyle segmentation data, actual customer spending habits, and any other information deemed pertinent by the selected contractor.
  - An analysis of the trade areas should be completed to identify new potential customers and additional market sales potential derived from the customer profile data and actual market supply and demand data.

### **Task 3 – Public Input**

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, and elderly or disabled citizens. The Subgrantee will identify all stakeholders and facilitate their involvement in the study process. These tasks will be documented through meeting notices, meeting summaries and other written communications. Responses and acknowledgement of public comments will be addressed in the study reports. The public involvement process shall, at a minimum, include the following components:

- *Project Management Team*  
The Subgrantee shall establish a Project Management Team that includes a representative from the Subgrantee, the consultant, and ARC. This team shall meet or hold a conference call monthly to discuss the study progress and advise on public involvement and other planning process issues.
- *Core Team*  
A core team shall be established that includes the members of the Project Management Team along with a representative from key stakeholder groups in the study area. The Core Team must include representatives from relevant state, regional and local government departments responsible for land use planning, transportation and housing (including applicable housing authorities/agencies). Representatives from non-profit organizations that provide services in the study area should also be included on the Core Team. It is the intent that the LCI plan will also serve as the Comprehensive Plan for the City of Hapeville, therefore the Core team shall meet the standards identified in the Minimum Standards and Procedures of Local Comprehensive Planning.

This team shall, at a minimum, meet prior to each of the general public meetings (not necessarily on the same day) described below. The key responsibility of the Core Team is to review and comment on materials to be presented at public meetings, help advertise meetings, and distribute information to the larger community.

- General Public Meetings

During the study process, the Subgrantee shall make a reasonable effort to involve all stakeholders in the study area, including property owners, residents, business owners and employers/employees. The public involvement process should include a variety of methods, times, and techniques to reach the broadest range of stakeholders possible (i.e. workshops, charrettes, forums, surveys, open houses, etc). The Project Team and Core Team must be notified of all meetings taking place.

A minimum of **three (3) General Public Meetings**, in a format determined by the project team, however at least one of the four shall be a facilitated issue discussion as described below. The following topics/milestones should be covered by the public meetings (at a minimum):

- Provide overview of study process, the goals of the study, key dates, and opportunities for public input.
- Solicit opinions on goals and objectives of the study, and needs, strengths, weaknesses, opportunities and threats in the study area.
- Review preliminary findings, present draft plan and gather comments.
- Seek approval for final plan documents.

- Final Plan Review and Transportation Coordination Meeting

A transportation project coordination meeting, and final plan review by ARC, is required to be conducted prior to finalizing the LCI plan recommendations. A single combined meeting can be held in lieu of two separate meetings if feasible. To ensure the transportation projects are feasible, the coordination meeting should include all affected organizations (such as GDOT, MARTA, City Public Works, etc.) to discuss potential projects prior to the transportation improvement list being finalized.

#### **Task 4 – Updated Concept Plan**

Review the existing plan and update the goals, policies and action strategies based on the findings of Task 1, 2, and 3 along with changing conditions/priorities in the community. Prepare a detailed development concept plan. At a minimum, this study will assess and update the subject area's current land use patterns, transportation patterns and urban design elements, including pedestrian, bicycle and transit access; access to jobs, retail and neighborhood services; diversity of dwelling types; and design for healthy living and social interaction. This analysis should be coordinated with other completed studies, programs, developments and organizations. At a minimum, this study will evaluate and address the following information:

1. Existing conditions, land uses, zoning, transportation facilities, previously completed plans and studies, permitted developments and projects in the pipeline.
2. Development concept plan, land use and policy proposals that address:
  - a) Efficiency/feasibility and mix of land uses appropriate for future growth including new and/or revised land use regulations needed to complete the development program.
  - b) Mixed-income housing, job/housing match and social issues

3. Transportation assessment and recommendations which include:
  - a) Transportation demand reduction measures.
  - b) Internal mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security of all modes.
  - c) Continuity of local streets in study area and extension of the street grid.
4. Implementation strategy that has the support of the community and public and private stakeholders, and addresses community organization, management, promotion, and economic restructuring to ensure implementation.

### **Task 5 – Prepare Project Deliverables**

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall include the following (not necessarily in this order):

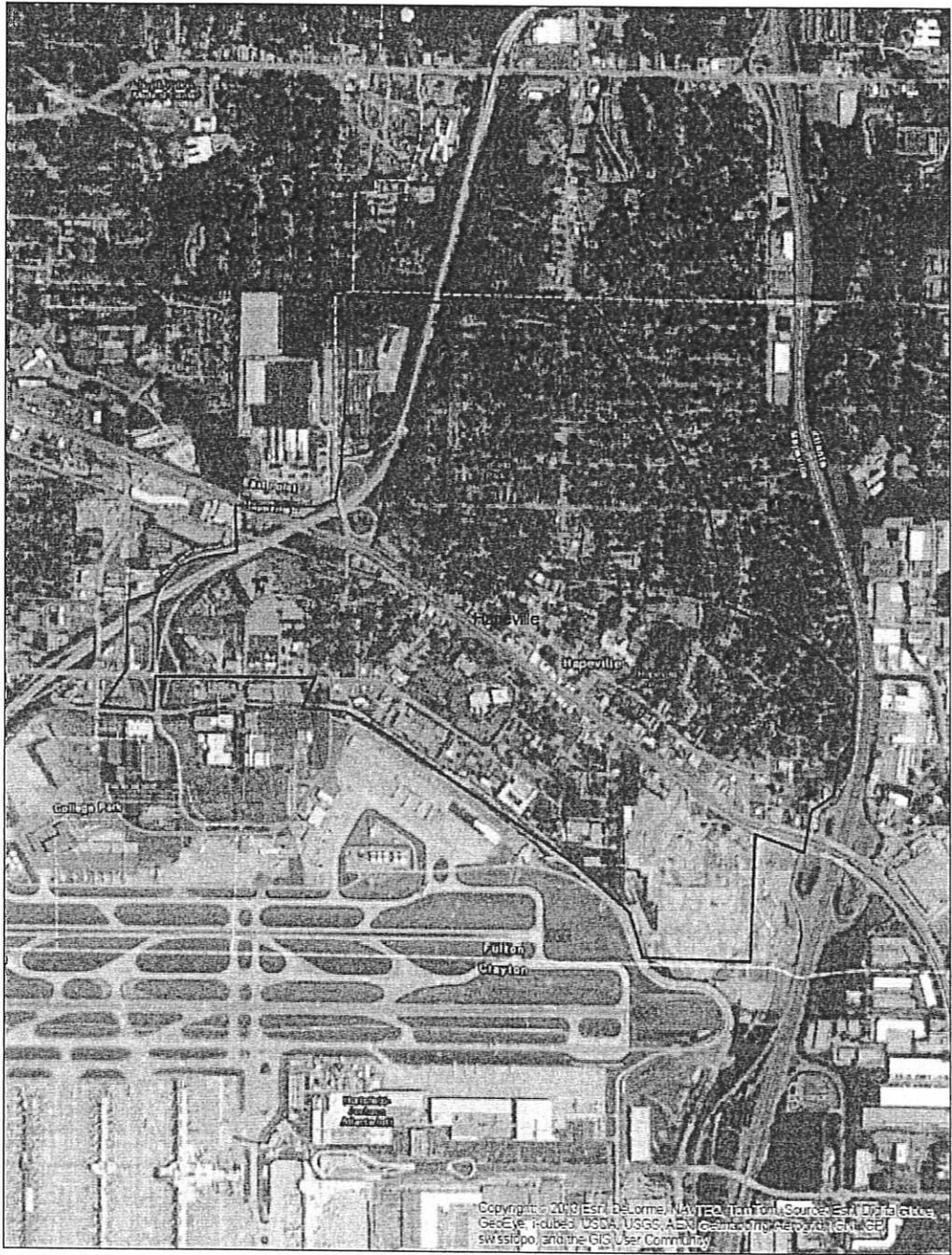
- **Summaries of the plan development process:**
  - a) A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
  - b) A description of the public participation process used to achieve a community-supported program of improvements.
- **Existing conditions summary, including:**
  - a) Maps, concept illustrations, and other graphic representations to support the plan including (but not limited to): the study area, existing land use, future land use, existing transportation facilities, and proposed transportation improvements.
  - b) Existing and projected population and employment data, including the following:
    - c) Number of existing and anticipated housing units and population
    - d) Distribution of proposed housing units by type
    - e) Number of existing and anticipated jobs
    - f) Square feet of future non-residential development
- **Market/Fiscal Feasibility Analysis:**

Include a summary of the market study findings in the planning document and executive summaries, and provide the full market/fiscal feasibility report as an appendix.
- **Implementation Strategy:**
  - a) Describe the organizational structure and process that will be used to ensure the action plan items are implemented, in collaboration with the Atlanta Aerotropolis Alliance, Airport Area Chamber, and Fulton County. Focus should be given to collaboration opportunities with other organizations and strategies to ensure continued support from local elected officials, citizens and businesses.

- b) A 100-day Action plan shall be developed to include no-cost or very low-cost actions and organizational steps needed to keep momentum going and the stakeholders involved and sharing responsibility for the plan's success.
  - c) An evaluation process used to monitor plan implementation and update the action plan every five years (or more often if need), should be identified.
  - d) A Report of Accomplishments from the most recent Comprehensive Plan Update.
- **Five-year Implementation Plan (aka Schedule of Actions):** Using the "5 Year Implementation Plan" template provided by ARC, create a list of all actions and projects that are planned in the study area to implement the study goals, programs, and projects. Schedules should include estimated start date, completion date, cost estimate and responsible party. This short term implementation plan should include specific actions that implement the LCI plan, including, but not limited to:
    - a) A prioritized description of transportation improvement projects (local, state and federal) that will support the study area goals;
    - b) Description of housing strategies, particularly for affordable and mixed income housing developments, that support a job-housing match, aging in place, and efficient utilization of transportation facilities in the study area; and,
    - c) A description of the changes necessary within the comprehensive plan, zoning ordinance, development regulations or other locally adopted plans or policies to support the concept plan, including a committed schedule for adopting such changes.
  - **Format of Final Deliverables:**
    - One (1) printed copy of the complete final report and appendices (8.5"x11")
    - PDF file of Final Report and all appendices
    - The 5-Year Implementation Plan in Excel using the ARC template.
    - All electronic files in their original formats (e.g. MS Word, Excel, InDesign, etc.) with supporting graphics and GIS shape files.

EXHIBIT A-1

Hapeville LCI Study Area



## ATTACHMENT B

### Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in “Attachment A”) is \$100,000. ARC’s compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$80,000. All costs in excess of \$80,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, “Budget Estimate”, which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10<sup>th</sup> of the following month. Any work for which reimbursement is requested may be disallowed at ARC’s discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning “Reports” in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee’s monthly invoices and monthly narrative progress reports are to be submitted to the ARC Executive Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee’s final invoice and summary document (as described in “Attachment A, Task 4 – Prepare Project Deliverables”) must be received by ARC no later than ten days after the project

completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$80,000 and that the Subgrantee expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Executive Director hereby designates ARC's Director of the Center for Livable Communities, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments hereto.

**EXHIBIT B-1**

**Budget Estimate**

Task 1 – Existing Conditions	\$10,000
Task 2 – Market Analysis	\$15,000
Task 3 – Public Involvement	\$22,500
Task 4 – Implementation Plan	\$32,500
Task 5 – Deliverables	<u>\$20,000</u>
<b>Total Cost</b>	<b>\$100,000</b>
ARC Share (80%)	\$ 80,000
Local Share (20%)	\$ 20,000

\* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Cognizant Center Director.