

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GRANT AGREEMENT FOR A
COMPREHENSIVE CITY DEMONSTRATION PROGRAM

Part I

AGREEMENT in two parts (herein called the "Agreement"), made on the date below specified, by and between the City of Atlanta (herein called the "City") and the United States of America (herein called the "Government").

WITNESSETH:

SEC. 1. Purpose of Agreement. -- The purpose of this Agreement is to state the terms and conditions under which the Grant shall be provided by the Government to the City.

SEC. 2. The Obligations of the City. -- The City agrees to carry out the Program (incorporated herein by reference) in a lawful, satisfactory, and proper manner and in accordance with the policies, procedures and requirements as may from time to time be prescribed by HUD.

SEC. 3. The Grant. --

(A) The Government will pay to the City the lesser of:

1. the Grant Amount listed in the Grant Budget (which is attached as Exhibit A); or
2. (a) the cost of Program Administration listed in the "MCA Share" column of the Grant Budget or 80% of the actual cost of Program Administration, whichever is less; plus
(b) the cost of the projects and activities listed in the "MCA Share" column of the Grant Budget or the share of the actual cost of the projects and activities which is allocable to the Grant, whichever is less.

(B) The City may reallocate costs within the Grant Budget, without HUD approval, as long as the estimated "MCA Share" for any undertaking listed therein is not increased by more than 10% or \$25,000 (whichever amount is greater).

SEC. 4. Periodic Review and Revision. -- The Program and Grant Budget will be reviewed at least annually by the Government and the City. Financial assistance by the Government for subsequent periods shall be conditioned upon (1) the satisfactory performance of the Agreement by the City, (2) the availability of appropriations, and (3) approval of the revised Program and Grant Budget by HUD.

SEC. 5. ^{*} Changes and Additional Provisions. -- The changes and additions set forth in the attached Exhibit B are the only modifications to the provisions of this Agreement.

SEC. 6: Counterparts of the Agreement. -- This Agreement shall be executed in four counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SEC. 7. Performance of Conditions Precedent to Validity of this Agreement. -- The City and the Government each certifies that all conditions precedent to the valid execution of this Agreement on its part have been satisfied.

IN WITNESS WHEREOF the City has caused this Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Government has caused the same to be duly executed in its behalf this _____ day of _____ 19__.

[SEAL]

ATTEST:

By _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name and Title)

(Title)

UNITED STATES OF AMERICA
Secretary of Housing & Urban Development

By _____

(Signature)

[Title of Officer Authorized to Execute]

~~* This section shall be deleted if the agreement is to be executed by the City.~~