



**FULTON COUNTY**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**Community Development Block Grant Program**  
**137 Peachtree Street, Suite 300**  
**Atlanta GA, 30303**



***AN AGREEMENT BETWEEN FULTON COUNTY***  
***and***  
***The City of East Point***  
***STATE OF GEORGIA, COUNTY OF FULTON***

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**CFDA Number 14.218 – Community Development Block Grants**

<b>Federal Award Identification Number:</b>	<b>B-24-UC-13-0003</b>
<b>City of East Point Unique Entity Identifier (UEI):</b>	<b>NYACGEBAXVV1</b>
<b>Federal Award Date:</b>	<b>1/1/2024-9/1/2031</b>
<b>Total Fulton County CDBG Municipality Agreement:</b>	<b>\$120,000.00</b>

***THIS AGREEMENT*** entered this 28th day of January 2025 by and between Fulton County, Georgia (herein called the “Grantee”) and **the City of East Point** (called the “Subrecipient”).

***WITNESSETH THAT:***

***WHEREAS***, on June 6<sup>th</sup>, 2024 the Fulton County Board of Commissioners approved the 2024 Annual Action Plan (24-0440) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On December 18<sup>th</sup>, 2024, the Board of Commissioners approved the project via Agenda Item 24-0882.

***WHEREAS***, the City of East Point has been provided CDBG funds by Fulton County for Water Main Infrastructure Replacements as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

***WHEREAS***, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

***WHEREAS***, the CDBG allocation awarded to the City of East Point in the amount of **\$120,000.00**, shall be specifically used for the Water Main infrastructure Improvements located at West Cleveland Avenue in the City East Point, Georgia for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

***WHEREAS***, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

***NOW, THEREFORE***, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

**A. Activities**

The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2023-2025 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds.

**B. Description of Activities**

*Water Main Infrastructure Replacements at West Cleveland Avenue in the City of East Point, Georgia 30344.*

A copy of the complete scope of work is attached in **ATTACHMENT A**.

**C. National Objectives**

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

**This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) area benefit.**

**II. TIME OF PERFORMANCE**

**Services of the Sub-recipient shall start on the 1<sup>st</sup> day of January 2024 and shall end on the 31<sup>st</sup> day of December 2026.**

**III. BUDGET**

**The City of East Point shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.**

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **\$120,000.00** and **Expenses for eligible activities shall be retroactive to January 1, 2024.** Drawdowns for the payment of eligible expenses shall be made against the line-item budget specified in Paragraph III herein and in accordance with performance.

## V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee Representative	Sub recipient Representative
Name:	Kim Benjamin Community Development Manager	Victor Cephus Grants Coordinator
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of East Point 2757 E. Point Street East Point, Georgia 30344
Phone:	(404) 612-8077	(404) 270-7053
Email:	Kim.benjamin@fultoncountyga.gov	vcephus@EastPointCity.org

## VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2024, must be fully documented and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

## VII. GENERAL CONDITIONS

### A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

### C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees

to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

#### **D. Worker's Compensation**

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

#### **E. Insurance and Bonding**

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

#### **F. Grantor Recognition**

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### **G. Amendments**

The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

#### **H. Suspension or Termination**

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable

1 compensation for any satisfactory work completed on such documents or materials prior to the  
2 termination.

3  
4 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient  
5 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or  
6 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further  
7 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event  
8 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or  
9 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such  
10 time as the Sub recipient is found to be in compliance by the Grantee or is otherwise adjudicated to be  
11 in compliance.  
12

### 13 **VIII. ADMINISTRATIVE REQUIREMENTS**

#### 14 **A. Financial Management**

##### 15 ***1. Accounting Standards***

16 The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the  
17 accounting principles and procedures required therein, utilize adequate internal controls, and  
18 maintain necessary source documentation for all costs incurred.  
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20

##### 21 ***2. Internal Controls***

22 The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal  
23 controls over the funds awarded herein.  
24

##### 25 ***3. Cost Principles***

26 The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E,  
27 "Cost Principles". These principles shall be applied for all costs incurred whether charged on a  
28 direct or indirect basis.  
29

#### 30 **B. Documentation and Record-Keeping**

##### 31 ***1. Records to be maintained***

32 The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR  
33 Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records  
34 shall include but not be limited to:  
35  
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- 37 ❖ Records providing a full description of each activity undertaken
- 38 ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of  
39 the CDBG program
- 40 ❖ Records required to determine the eligibility of activities
- 41 ❖ Records required to document the acquisition, improvement, use or disposition of sale  
42 property acquired or improved with CDBG assistance
- 43 ❖ Records documenting compliance with the fair housing and equal opportunity components  
44 of the CDBG program
- 45 ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- 46 ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570  
47

##### 48 ***2. Retention***

49 The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement  
50 for a period of three (3) years from the date of submission of the final expenditure report for activities  
51 funded under this Agreement. Records for non-expendable property acquired with funds under  
52 this Agreement shall be retained for three (3) years after final disposition of such property. Records  
53 for any displaced person must be kept for three (3) years after he/she has received final payment.  
54 Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that  
55 involve any of the records cited and that have started before the expiration of the three-year period,

then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

### **3. Client Data**

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

### **4. Disclosure**

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### **5. Property Records**

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

### **6. Close outs**

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

### **7. Audit & Inspections**

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

## **C. Reporting and Payment Procedures**

### **1. Program Income**

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

## **2. Indirect costs**

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or [Appendix V to Part 200](#)—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

## **3. Payment Procedure**

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

## **4. Progress Report**

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

## **D. Procurement**

### **1. Compliance**

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

### **2. All procurement must comply with 2 CFR Part 200 Subpart D.**

- a. Sub-recipients must avoid purchasing unnecessary items
- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government
- c. Solicitations for goods and services provide for all of the following:
  1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
  2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
  3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
  4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
  5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
  6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include



procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **3. Travel**

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

### **4. Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
- b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

## **IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement**

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

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2  
3 **X. Personnel and Participant Conditions**  
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5 **A. Civil Rights**  
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7 **1. Compliance**

8 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights  
9 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and  
10 Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section  
11 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age  
12 Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended  
13 by Executive Order 11375 and 12086.  
14

15  
16 **2. Nondiscrimination**

17 The Sub-recipient will not discriminate against any employee or applicant for employment because  
18 of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age,  
19 marital/familial statuses with regard to public assistance. The Sub recipient will take affirmative  
20 actions to ensure that all employment practices are free from such discrimination. Such  
21 employment practices include but not limited to the following: hiring, upgrading, demotion, transfer,  
22 recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of  
23 compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to  
24 post in conspicuous places, available to employees and applicants for employment, notices to be  
25 provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

26 **3. Land Covenants**

27 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-  
28 352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired,  
29 cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause  
30 or require a covenant running with the land to be inserted in the deed or lease for such transfer,  
31 prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy  
32 of such land, or in any improvements erected or to be erected thereon, providing that the Grantee  
33 and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-  
34 recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take  
35 such measures as are necessary to enforce such covenant and will not itself so discriminate.  
36

37 **4. Section 504**

38 The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance  
39 with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination  
40 against the handicapped in any Federal assisted program. The Grantee shall provide the Sub  
41 recipient with any guidelines necessary for compliance with that portion of the regulations in force  
42 during the term of this Agreement.  
43

44 **5. Fair Housing**

45 The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42  
46 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of  
47 Housing and Urban Development requires that grantees administer all programs and activities  
48 related to housing and community development in a manner to affirmatively further the policies of  
49 the Fair Housing Act.  
50

51 The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing  
52 Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further  
53 fair housing within its own jurisdiction and support Fulton County's actions to comply with the  
54 County's fair housing certification. This provision is required because noncompliance by a unit of  
55 general local government included in an urban county may constitute noncompliance by the

grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

**6. Benefits to Legal Resident Aliens**

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];
- c. an alien who has qualified ... [as a refugee or asylee];
- d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;
- e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or
- f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

**B. Affirmative Action**

**1. Approved Plan**

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

**2. WBE/MBE**

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

**3. Access to Records**

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

**4. Notifications**

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's

commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### **5. EEO/AA Statement**

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

#### **6. Subcontract Provisions**

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

### **C. Employment Restriction**

#### **1. Prohibited Activity**

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

#### **2. Labor Standards**

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

#### **3. "Section 3" Clause**

##### **a. Compliance**

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located.”

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

#### **b. Notifications**

The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

#### **c. Subcontracts**

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### **d. Compliance with Fulton County Section 3 Plan**

The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

### **D. Conduct**

#### **1. Assignability**

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

## 2. Subcontracts

### a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

### b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

### c. Content

The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

### d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

## 3. Hatch Act

The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

## 4. Conflict of Interest

The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

## 5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or 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.
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

d. **Lobbying Certification**

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, and 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.

e. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**6. Rights to Inventions Made under Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**7. Religious Organization**

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

**E. Code of Conduct**

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

**XI. ENVIRONMENTAL CONDITIONS**

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR.

**A. Air and Water**

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

**B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**C. Lead-Based Paint**

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications should point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

**D. Historic Preservation**

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older that are included on a Federal, State or local historic property list.

**E. Architectural Barriers Act of 1968 and Americans with Disabilities Act**

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

**F.E.O. 12373 – Interagency Review**

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.



1 **XII. SEVERABILITY**

2  
3 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected  
4 thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.  
5

6 ***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

**CITY OF EAST POINT, GEORGIA**

DocuSigned by:

*Mayor Deana Holiday Ingraham*

Deana Holiday Ingraham, Mayor  
City of East Point

**FULTON COUNTY, GEORGIA**

Signed by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**ATTEST**

DocuSigned by:



Keshia McCullough  
City Clerk

**ATTEST**

Signed by:

*Tonya Grier*

Tonya Grier, Clerk to the Commission

**DATE:** 02/24/2025 | 9:44 AM EST

**SEAL:**

DS



**DATE:** 03/06/2025 | 4:35 AM PST

**SEAL:**



**APPROVED AS TO CONTENT:**

DocuSigned by:

*Stanley Wilson*

Stanley Wilson, Director  
Department of Community Development

**APPROVED AS TO FORM:**

Signed by:

*L'Erin Wiggins*

L'Erin Wiggins, City Attorney

**APPROVED AS TO FORM:**

Signed by:

*David Lowman*

David Lowman, County Attorney  
Office of the County Attorney

**DATE:** 02/20/2025 | 1:26 PM EST

**DATE:** 02/26/2025 | 6:14 PM EST

**Fulton County Community Development Block Grant Program**  
**ATTACHMENT A- Project Description**  
**City of East Point: Water Main Infrastructure Replacements –**  
**West Cleveland Avenue**

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The goal of the Water Infrastructure Replacement Projects is to upgrade undersized water mains to increase water pressure for water distribution and to ensure water pressure is up to firefighting activities. The areas selected are within census tract 112.02 in Fulton County, Georgia where the unemployment rate is 9.7% approximately 24% of the residents live below the federal poverty level. Phase 1-3 targets underserved communities where infrastructure upgrades are needed.

The location West Cleveland Avenue chosen based on socioeconomic status of the community in addition to the lack of adequate water pressure, not enough fire hydrants and the age of the existing water infrastructure. These projects were identified based on historical data as it relates to resident complaints associated with low water pressure and several work orders that resulted in temporary point repairs.

The work to be performed under these project upgrades will consist of the following but not limited to furnishing all labor, materials, tools, equipment, and incidentals and performing all work required to install, test, and place the proposed water main in service in a complete and functioning manner. This project will be shovel ready 1-month after issuance of the grant award.

This GY2024 Phase will consist of the following:

- A. Remove existing 2-inch galvanized water main and replace with 8-inch ductile iron.
- B. Install all necessary fittings and appurtenances.
- C. Install thrust restrain systems for piping and fittings, as required.
- D. Make connections to existing water mains using either tapping sleeves and valves or wet cut-ins.
- E. Install fire hydrant assemblies and isolation valves.
- F. Install service connections and reconnect existing service meters.
- G. Pressure test and disinfect the new water main until testing and disinfection requirements of the specifications are met.
- H. Backfill and compact the pipe trench in compliance with standard specifications.
- I. Remove existing fire hydrants, when necessary, for salvage.
- J. Remove existing valve boxes and refill the holes with compacted material. Cover surface with materials matching surrounding area.
- K. Upgrade 2" existing water main with 8" pipe.
- L. Restore all disturbed areas including driveways, parking areas, curbs, curb and gutter, sidewalks, yards, ornamental plantings, etc.
- M. Maintain traffic control throughout the duration of construction.
- N. Clean-up the project work area and return the area to its pre-construction conditions.

**Fulton County Community Development Block Grant Program**

**ATTACHMENT B: Project Implementation Schedule**  
**City of East Point: Water Main Infrastructure Replacements – West Cleveland Avenue**

PROJECT ACTIVITY	TASK	TARGET DATE
Environmental Review	Completion of Environmental Assessments, submittal, review and approval	Environmental Review Underway
Board of Commissioners Approval	Board of Commissioners Approve 2024 Annual Action Plan	6/6/2024
Board of Commissioners Approval	Board of Commissioners Approve Contract Agreement	12/18/2024
Award Letter	GY 2024 CDBG Award to City of East Point	1/8/2025
Mayor Council Approval of East Point Contract	Next Calendar for Council Approval	1/28/2025
Fulton County East Point Contract	Contract Route for Execution	February 2025
Fulton County Notice to Proceed	Project Notice to Proceed for City of East Point	*February 2025- pending Environmental Review Completion
Fulton County CDBG Project Preliminary Meeting	Meet with East Point Project Administrators for Project Schedule Review and Site Visit w/ Fulton County CDBG CD Specialist and CDBG CD Manager.	February/ March 2025
Request for Proposals- Invitation to Bid/Received Quotes from Contractors Architects/Engineers/Consultants	Following CDBG procurement standards, the City shall perform a cost or price analysis for each procurement activity undertaken with Federal funds to include a comparison of price quotations submitted, market prices, and similar indicators, together with discounts. The City shall maintain procurement records and files for all purchases made with Federal funds, to include Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; and basis for the award cost or price.	Complete
Selection of Contractors Architects/Engineers/Consultants by City	Mayor Council Approval/ Award for Services to most responsible bidder.	Complete
Notice to Proceed to Contractor	City of East Point Notice to Proceed to Contractor/Award Conference/ Contract Execution	Pending Environmental Review
Contract Provisions	The City of East Point shall maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	On Going
Design Phase by Architect/Engineer <sup>1</sup>	Design/Specifications	March April May 2025
Project Construction	Subrecipient shall complete project activities in compliance w/ Federal Requirements to include timely emailed weekly submittals, as applicable, of Davis Bacon, Certified Payrolls in accordance with current State Wage Rates & other HUD requirements as well as reimbursement schedule according to project timely progression. Project delays shall be communicated in writing immediately to CDBG Community Development Specialist & CDBG Community Development Manager. Weekly virtual project updates are required as well as on going site visits w/ Fulton County CDBG Community Development Specialist.	June July 2025
Project Completion	Submission of project close out documentation and Year End Report shall be provided for close out HUD compliance monitoring to Fulton County CD Specialist/Project Manager.	4 <sup>th</sup> Quarter 2025

**Fulton County Community Development Block Grant Program**  
**ATTACHMENT C: PROJECT BUDGET**

**City of East Point: Water Main Infrastructure Replacements –  
West Cleveland Avenue**

**PROJECT DELIVERY OPERATING BUDGET**

PROJECT EXPENSES	PROJECTED DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, etc.)	August 31, 2025	\$120,000.00	\$310,000.00
Consultant Fees			
Total for Grant Award Year 2024			\$430,000.00

**REIMBURSEMENT EXPENDITURE SCHEDULE**

Municipality Project Expenses	<u>May 1, 2025, to August 31, 2025</u> Projections	Submission Date
<b>Construction Costs</b>		
▪ Labor	\$10,000.00	May 15, 2024
▪ Equipment/Supplies		
<b>Construction Costs</b>		
▪ Labor	\$40,000.00	June 15, 2024
▪ Equipment/Supplies		
<b>Construction Costs</b>		
▪ Labor	\$40,000.00	July 15, 2024
▪ Equipment/Supplies		
<b>Construction Costs</b>		
▪ Labor	\$30,000.00	August 15, 2024
▪ Equipment/Supplies		
<b>TOTAL EXPENSES</b>	\$120,000	

**Note:** An updated project budget and reimbursement schedule shall be provided upon City of East Point's Contractor selection. Ongoing invoices shall be submitted weekly by the 3rd business day by the following week for work performed during the previous week in accordance with this agreement. The final reimbursement in accordance with this agreement shall be on or before August 31<sup>st</sup> 2025.

**ATTACHMENT D:  
City of East Point – Water Main Infrastructure Improvements – West**

Cleveland Avenue  
Quarterly Performance Report

Municipality: City of East Point CDBG Grant Funding Year: 2024  
Project Name: Water Main Infrastructure Improvements – West Cleveland Avenue  
Administering Department: City of East Point  
Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_

I. *Project Status:*  
CDBG allocation amount: \$120,000.00  
Number of Contracts Awarded: \_\_\_\_\_ (If contract was awarded this reporting period, attach a copy of the fully executed contract).  
Contract Amounts: \$ \_\_\_\_\_ CDBG Amount: \$ \_\_\_\_\_  
Contract Amounts: \$ \_\_\_\_\_ CDBG Amount: \$ \_\_\_\_\_  
Contract Amounts: \$ \_\_\_\_\_ CDBG Amount: \$ \_\_\_\_\_  
Has CDBG spending occurred for this project? ☐ Yes ☐ No  
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)  
CDBG project fund balance: \$ \_\_\_\_\_  
Agency's Local Match project fund balance: \$ \_\_\_\_\_  
Date of Construction start-up: \_\_\_\_\_  
Date of Notice to Proceed (if different): \_\_\_\_\_  
Number of days worked on project: \_\_\_\_\_  
Percentage (%) of project complete: \_\_\_\_\_ %  
Percentage (%) of CDBG funds spent: \_\_\_\_\_ %  
Number of employees/workers on the job site: \_\_\_\_\_  
Number of subcontractors on site: \_\_\_\_\_  
Number of subcontractor's employees on site: \_\_\_\_\_  
Wage decision or modification in use: \_\_\_\_\_  
Number of submitted payrolls within reporting period: \_\_\_\_\_  
Number of drawdowns within reporting period: \_\_\_\_\_  
Total amount of drawdowns to date: \$ \_\_\_\_\_  
CDBG remaining balance: \$ \_\_\_\_\_  
Anticipated project completion date: \_\_\_\_\_

II. *Narrative Description of Project Progress (attach additional sheets as necessary):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. *Project Issues, Considerations, or Problems (attach additional sheets as necessary):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

	Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	\$22,600	\$25,800	\$29,050	\$32,250	\$34,850	\$37,450	\$40,000	\$42,600
Very Low Income (31%-50%)	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Low Income (51%-80%)	\$45,180	\$51,600	\$58,080	\$64,500	\$69,660	\$74,820	\$79,980	\$85,140
Low -Moderate Income (81%-100%)	\$60,200	\$68,800	\$77,400	\$86,000	\$92,900	\$99,800	\$106,650	\$113,550

FY 2024 Income Limit Category	Jan 1st – March 31st	April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 1 <sup>st</sup> – Sept 30 <sup>th</sup>	Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>
Extremely Low Income (0-30% )				
Very Low Income (31%-50%)				
Low Income (51%- 80%)				
Low/Moderate Income (81%-100%)				
Totals				

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31 <sup>st</sup>	April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 1 <sup>st</sup> – Sept 30 <sup>th</sup>	Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>
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Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a <b>NEW or Continued Access</b> to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received <i>IMPROVED ACCESS</i> to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. **LEVERAGED FUNDS:** Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	
--	--

Prepared by Municipality: \_\_\_\_\_

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

Name and Title



Approved by Municipality:

Signature

Name and Title

Signature

Title:

Date:

Title:

Quarterly Report Reviewed by Fulton County CDBG CD Specialist:

*CD Specialist/Project Manager Signature*

Date:

Approved by Fulton County CD Manager

CD Manager Signature

Date:

Fulton County Community Development Block Grant Program  
ATTACHMENT D1: Year End Performance Report

Municipality: City of East Point CDBG Grant Funding Year: 2024

Project Name: Water Main Infrastructure Improvements – West Cleveland Avenue

Administering Department: City of East Point

Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_

I. *Project Status:*

CDBG allocation amount: \$ \_\_\_\_\_

Number of Contracts Awarded: \_\_\_\_\_ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____	CDBG Amount: \$ _____
Contract Amounts: \$ _____	CDBG Amount: \$ _____
Contract Amounts: \$ _____	CDBG Amount: \$ _____
Has CDBG spending occurred for this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ \_\_\_\_\_  
Agency's Local Match project fund balance: \$ \_\_\_\_\_  
Date of Construction start-up: \_\_\_\_\_  
Date of Notice to Proceed (if different): \_\_\_\_\_  
Number of days worked on project: \_\_\_\_\_  
Percentage (%) of project complete: \_\_\_\_\_ %  
Percentage (%) of CDBG funds spent: \_\_\_\_\_ %  
Number of employees/workers on the job site: \_\_\_\_\_  
Number of subcontractors on site: \_\_\_\_\_  
Number of subcontractor's employees on site: \_\_\_\_\_  
Wage decision or modification in use: \_\_\_\_\_  
Number of submitted payrolls within reporting period: \_\_\_\_\_  
Number of drawdowns within reporting period: \_\_\_\_\_  
Total amount of drawdowns to date: \$ \_\_\_\_\_  
CDBG remaining balance: \$ \_\_\_\_\_  
Anticipated project completion date: \_\_\_\_\_

II. *Narrative Description of Project Progress (attach additional sheets as necessary):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. *Project Issues, Considerations, or Problems (attach additional sheets as necessary):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes  1 = Flexible Subsidy  2 = Section 202/811	3 = Public/Indian Housing  A = Development  B = Operation  C = Modernization		4 = Homeless Assistance  5 = HOME  6 = HOME State/Administered  7 = CDBG Entitlement	8 = CDBG State Administered  9 = Other CD Programs  10 = Other Housing Programs	

**Description of Scope of Work:** Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

**Description of Specific use of CDBG funds:** Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

**Income Benefit: Complete the following statement.**

It is documented that \_\_\_\_\_ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, \_\_\_\_\_ clients/participants had household income levels at the 0-30% area median income (AMI) level; \_\_\_\_\_ clients/participants had household income levels at the 31-50% area median income (AMI) level; \_\_\_\_\_, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: \_\_\_\_\_  
 Actual Accomplishment: \_\_\_\_\_  
 Total Number of Beneficiaries: \_\_\_\_\_  
 Zip Code of Project Location: \_\_\_\_\_

Census Tract(s) and Block Groups Impacted: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Commission District(s) Impacted: ☐ District 1 ☐ District 2 ☐ District 3  
☐ District 4 ☐ District 5 ☐ District 6

**Outcome Measurement System:** Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	<u><b>Outcome1:</b></u> <b>Availability/Accessibility</b>	<u><b>Outcome 2:</b></u> <b>Affordability</b>	<u><b>Outcome 3:</b></u> <b>Sustainability</b>
<u><b>Objective #1:</b></u> <b>Suitable Living Environment</b>	<input type="checkbox"/> Accessibility for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Affordability for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Sustainability for the purpose of creating Suitable Living Environments
<u><b>Objective #2:</b></u> <b>Decent Housing</b>	<input type="checkbox"/> Accessibility for the purpose of providing Decent Housing	<input type="checkbox"/> Affordability for the purpose of providing Decent Housing	<input type="checkbox"/> Sustainability for the purpose of providing Decent Housing
<u><b>Objective #3:</b></u> <b>Economic Opportunity</b>	<input type="checkbox"/> Accessibility for the purpose of creating Economic Opportunities	<input type="checkbox"/> Affordability for the purpose of creating Economic Opportunities	<input type="checkbox"/> Sustainability for the purpose of creating Economic Opportunities

**Prepared by Municipality:**

\_\_\_\_\_  
**Name and Title**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

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

**Approved by Municipality:**

\_\_\_\_\_  
**Name and Title**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

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

**Year End Report Reviewed by Fulton County CDBG CD Specialist:**

**Date:** \_\_\_\_\_

*CD Specialist/Project Manager Signature*

**Approved by Fulton County CD Manager**

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

\_\_\_\_\_  
CD Manager Signature**EXHIBIT A****Sub-recipient Monitoring  
Fulton County Community Development Block Grant  
Sub-recipient Monitoring**

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

**EXHIBIT B**  
**SUB-RECIPIENT MONITORING PLAN**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**Fulton County**  
**CDBG PROGRAM ANNUAL MONITORING PLAN**

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.

In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

**GENERAL POLICY FOR CDBG MONITORING**

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

#### **PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS**

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

#### **DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING**

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

#### **COMPLIANCE CHECKLISTS**

The County will utilize the CDBG monitoring checklist attached to this plan.

#### **SITE VISIT PROCEDURES**

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third-party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

#### **MONITORING RESULTS**



An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

#### **FOLLOW UP ACTION**

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

#### **RESOLVING MONITORING FINDINGS**

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

# FULTON COUNTY

## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### CDBG Sub-recipient Monitoring Checklist

#### A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

#### B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity:
	New activity
	Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)	
	<input type="checkbox"/> Low/moderate-income benefit:	
	Area benefit (not applicable to Public Services)	
	Presumed benefit (check applicable boxes below)	
	Abused children	Battered spouses
	Elderly persons	Severely disabled adults (use census population report definition)
	Homeless persons	Illiterate adults
	Persons living with AIDS	Migrant farm workers
	Limited clientele	
	Family size and income (income surveys)	
	Nature and location of activity	
	<input type="checkbox"/> Prevention and elimination of slums and blight	
a.	National objective justification (describe):	
b.	National objective file documentation reviewed during monitoring visit (describe):	
c.	National objective regulatory citation:	
4.	How does the sub-recipient verify actual beneficiaries of the project?	
5.	Performance benchmarks as stated in written agreement:	
6.	Project accomplishments to date (describe):	
7.	Amount of CDBG funds financially obligated by sub-recipient:	\$
8.	Amount of CDBG funds expended by sub-recipient:	\$
9.	Amount of CDBG funds that remain unexpended for this activity:	\$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)	

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.     
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.     
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.     
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.     
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:
a.	Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Adequate in terms of the level of detail? <input type="checkbox"/> Yes <input type="checkbox"/> No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.    
18.	Are the recordkeeping requirements of the CDBG regulations being followed:
a.	Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No
b.	National objective documentation <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, what is the process for tracking, reporting, and using program income?     Is the use of program income consistent with the terms of the written agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? <input type="checkbox"/> Yes <input type="checkbox"/> No		
21.	What sub-recipient staff members have responsibility for administering the project?		
22.	Is there any evidence of conflict of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.</b>			
23.	Are financial records kept in accordance with CDBG administrative requirements?		
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
	(1)	Retention Requirements (200.333)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Requests for Transfer of Records (200.334)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Methods for collection, transmission and storage of Information (200.335)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Restrictions on public access to records (200.337)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(5)	Reporting Requirements (200.327)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(6)	Monitoring and Reporting Performance (200.328)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(7)	Records on Source and application of funds	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(8)	Effective Control and accountability of funds, property and assets	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(9)	Comparison of expenditures with budget amounts for each Federal Grant	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Internal controls (200.303)	
	(1)	Effective internal controls (COSO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(2)	Evaluates and monitors compliance with federal regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(3)	Prompt action for non-compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(4)	Safeguards to protect identifiable information designated Sensitive	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(2) Written method for resolution of audit findings? <input type="checkbox"/>	Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
25.	If yes, what types of professional services have been retained?		
	<u>Type of Service</u>		<u>Name of Contractor</u>

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? <input type="checkbox"/> Yes <input type="checkbox"/> No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? <input type="checkbox"/> Yes <input type="checkbox"/> No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
a.	Organizational chart?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Written definition of duties of key employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Formal system of authorization and supervision?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Separation of duties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	Staff qualifications for accounting functions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Comparison of financial records to actual assets and liabilities performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

35.	Does the sub-recipient's accounting system contain the following elements:		
a.	Chart of accounts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Cash receipts journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Cash disbursements journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Payroll journal	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e.	General ledger	<input type="checkbox"/> Yes	<input type="checkbox"/> No
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No		
a.	Are journal entries approved and explained / supported?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Are posting and trial balances performed on a regular basis?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		
<b>NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.</b>			
FINDINGS:			
1.			
2.			
3.			
4.			
5.			
6.			
(ATTACH ADDITIONAL SHEETS AS NECESSARY)			

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

Completed by: \_\_\_\_\_

Fulton County CD Specialist/Project Manager

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

Reviewed by: \_\_\_\_\_

Fulton County Community Development Manger

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



<div>FULTON COUNTY</div> <div>CDBG SUB-RECIPIENT MONITORING POLICY</div> <div>Monitoring Finding / Concerns Clearance Process</div>	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient’s written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

\_\_\_\_\_

Fulton County Community Development Department

# Fulton County Community Development Block Grant Program


## EXHIBIT C: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of East Point
2	Unique Entity Identifier (UEI):	NYACGEBAXVV1
3	Federal Award Identification Number (FAIN)	B-24-UC-13-0003
4	Federal Award Date	1/1/2024-9/1/2031
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2024 End Date: 9/1/2031
6	Amount of Federal Funds Obligated by This Action	\$120,00.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$120,000.00
8	Total Amount of the CDBG Federal Award	\$1,254,257.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for City of East Point's Water Main Infrastructure Improvements, West Cleveland. East Point Georgia.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Roxanne McIver  Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass-Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.  Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of East Point is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

<b>Signature of Authorized Certifying Official</b> DocuSigned by: 	<b>Applicant</b> City of East Point
<b>Title</b> Mayor	<b>Date</b> 02/26/2025   5:42 PM EST

## Certificate Of Completion

Envelope Id: F3923D1A-6FDD-4EE1-AF79-86FB0670FF93

Subject: East Point-Contract CDBG 2024 Contract.docx

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 43

Certificate Pages: 7

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Signatures: 8

Initials: 0

Stamps: 2

Envelope Originator:

Charles Arthur

141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlanta, GA 30303

Charles.Arthur@fultoncountyga.gov

IP Address: 67.191.221.8

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Holder: Charles Arthur

Charles.Arthur@fultoncountyga.gov

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Pool: Fulton County Government

Location: DocuSign

Location: Docusign

## Signer Events

L'Erin Wiggins

lewiggins@eastpointcity.org

Security Level: Email, Account Authentication (None)

## Signature

Signed by:

*L'Erin Wiggins*  
B45F4862A8064F8...

Signature Adoption: Pre-selected Style

Using IP Address: 107.77.234.78

## Timestamp

Sent: 2/14/2025 4:25:26 PM

Resent: 2/18/2025 2:19:15 PM

Resent: 2/18/2025 2:19:35 PM

Resent: 2/20/2025 8:58:25 AM

Viewed: 2/20/2025 1:23:57 PM

Signed: 2/20/2025 1:26:31 PM

## Electronic Record and Signature Disclosure:

Accepted: 2/17/2025 12:09:49 PM

ID: 85935bd7-591c-41b8-afc2-7c5f5e9cec41

Keshia McCullough

kmccullough@eastpointcity.org

Security Level: Email, Account Authentication (None)

DocuSigned by:

  
BA7418BBF5FB4C9...



Signature Adoption: Uploaded Signature Image

Using IP Address: 76.17.127.4

Signed using mobile

Sent: 2/20/2025 1:26:37 PM

Resent: 2/21/2025 11:38:54 AM

Resent: 2/24/2025 9:19:18 AM

Viewed: 2/24/2025 9:44:29 AM

Signed: 2/24/2025 9:44:55 AM

## Electronic Record and Signature Disclosure:

Accepted: 2/24/2025 9:44:29 AM

ID: 1850571f-c398-4a91-8564-d17ba262cc8f

Mayor Deana Holiday Ingraham

dholidayingraham@eastpointcity.org

Mayor

City of East Point, GA

Security Level: Email, Account Authentication (None)

DocuSigned by:

*Mayor Deana Holiday Ingraham*  
B48F3FAB4E914B0...

Signature Adoption: Pre-selected Style

Using IP Address: 73.237.20.172

Sent: 2/24/2025 9:45:03 AM

Resent: 2/25/2025 9:09:10 AM

Resent: 2/26/2025 9:31:23 AM

Resent: 2/26/2025 2:40:27 PM

Viewed: 2/26/2025 5:42:09 PM

Signed: 2/26/2025 5:42:53 PM

## Electronic Record and Signature Disclosure:

Accepted: 2/26/2025 5:42:09 PM

ID: 5ca4482a-306e-49ac-8f4d-d265e07bb724

Signer Events	Signature	Timestamp
Stanley Wilson stanley.wilson@fultoncountytga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by:  5E4D76DFB4A0450...  Signature Adoption: Pre-selected Style Using IP Address: 76.209.103.30	Sent: 2/26/2025 5:42:58 PM Viewed: 2/26/2025 6:07:34 PM Signed: 2/26/2025 6:07:49 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
David Lowman david.lowman@fultoncountytga.gov Security Level: Email, Account Authentication (None)	Signed by:  0EC92EDADEFB4B8...  Signature Adoption: Pre-selected Style Using IP Address: 24.30.118.185	Sent: 2/26/2025 6:07:55 PM Viewed: 2/26/2025 6:11:44 PM Signed: 2/26/2025 6:14:05 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/26/2025 6:11:44 PM ID: cf324e71-c07e-4c9e-b455-82967a8017a1		
Nikki Peterson nikki.peterson@fultoncountytga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 73.82.17.227	Sent: 2/26/2025 6:14:10 PM Resent: 2/27/2025 10:34:54 AM Resent: 2/28/2025 10:14:29 AM Viewed: 2/28/2025 10:59:47 AM Signed: 2/28/2025 10:59:58 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L Pitts harriet.thomas@fultoncountytga.gov Chairman Security Level: Email, Account Authentication (None)	Signed by:  14E1B4AA5F6A44A...  Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 2/28/2025 11:00:04 AM Viewed: 2/28/2025 2:45:47 PM Signed: 2/28/2025 2:45:58 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/28/2025 2:45:47 PM ID: d62f8597-2625-4827-b0e3-7ce7641d4d18		
Tonya Grier tonya.grier@fultoncountytga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	Signed by:  EEC476C4837648D...    Signature Adoption: Uploaded Signature Image Using IP Address: 99.96.24.191	Sent: 2/28/2025 2:46:03 PM Resent: 3/3/2025 9:29:11 AM Resent: 3/4/2025 8:53:45 AM Resent: 3/5/2025 9:00:13 AM Resent: 3/5/2025 3:56:15 PM Viewed: 3/6/2025 7:35:25 AM Signed: 3/6/2025 7:35:41 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Stanley Wilson stanley.wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/6/2025 7:35:48 AM
Kim Benjamin Kim.Benjamin@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/6/2025 7:35:50 AM
Charles Arthur charles.arthur@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/6/2025 7:35:52 AM Resent: 3/6/2025 7:36:11 AM
Miranda Barney Miranda.Barney@fultoncountyga.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/6/2025 7:35:54 AM Viewed: 3/6/2025 8:20:34 AM
Felicia Chambers Felicia.Chambers@fultoncountyga.gov Community Development Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/6/2025 7:35:56 AM
Kimberly Walker Kimberly.Walker@fultoncountyga.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/6/2025 7:35:58 AM
Mia Redd Mia.Redd@fultoncountyga.gov Community Development Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/6/2025 7:36:01 AM
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2025 4:25:26 PM
Envelope Updated	Security Checked	2/17/2025 12:40:09 PM
Envelope Updated	Security Checked	3/5/2025 3:56:15 PM
Envelope Updated	Security Checked	3/5/2025 3:56:15 PM
Certified Delivered	Security Checked	3/6/2025 7:35:25 AM
Signing Complete	Security Checked	3/6/2025 7:35:41 AM
Completed	Security Checked	3/6/2025 7:36:01 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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