



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

Federal Award Identification Number: B-20-UW-13-0003

City of East Point’s DUNS Number: 073425514

Federal Award Date: 09/11/2020

Total Fulton County 2020 COVID CDBG Municipality Agreement: \$550,000.00

THIS AGREEMENT entered this **19th** (day) of May (month), **2021** (year) by and between Fulton County, Georgia (herein called the “Grantee”) and **the City of East Point, Georgia** (hereinafter called the “Subrecipient”).

WITNESSETH THAT:

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and Grantee has received funds from the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act), making available supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants); and

WHEREAS, the Grantee wishes to engage the services of the Subrecipient to assist the Grantee in utilizing such funds as approved by the Fulton County Board of Commissioners on May 19th 2021 Agenda Item 21-0373; and

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG-CV-3 Agreement for Fiscal Year 2021 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant-CV Program which prevent, prepare for and respond to the coronavirus.

B. Description of Activities

Funds will be used to prevent, prepare for and or respond to the Coronavirus. Activities include a Emergency Rent and or Mortgage Assistance Program for low to moderate income citizens. Services include assistance payments for rent and or mortgage for citizens impacted by the pandemic. Approximately 150 individuals will be assisted.

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) is for low/moderate income persons with area benefit.

D. Staffing

A list of staff and time commitments to be allocated, if applicable, and shall be shall be maintained for each person that is engaged in CDBG funded activities. Only that portion of the salary commensurate with the proportion of work performed on CDBG activities may be charged to CDBG funding.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on May 19th 2021 and end on the 31st day of December 2023.

III. BUDGET

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-CV funds under this Sub recipient Agreement shall not exceed \$550,000. Expenses for eligible activities shall be retroactive to September 11, 2020. 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	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Deana Holiday Ingraham, Mayor
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of East Point 2757 E Point Street East Point, GA 30344
Phone:	(404) 612-8077	(404) 270-7091
Email:	Kim.benjamin@fultoncountyga.gov	mayor@eastpointcity.org

VI. SPECIAL CONDITIONS

- Funds provided herein must address the Coronavirus pandemic – to protect, prevent and address the impacts of the pandemic.
- If it is found that there is a duplication of benefits (CDBG-CV funds were used to pay expenses covered by other federal COVID programs and the total funding of all sources exceeds the demonstrated and documented need), the sub-recipient must repay the CDBG-CV funds.

- 1 • Duplication of benefit does not include funding the same activity but should be the last in and the
2 total costs must be documented to equal or exceed federal contributions from all sources.
- 3 • A complete description of the procurement process must be provided for any items purchased with
4 these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR
5 Part 200. All other items must be competitively procured.
- 6 • All staff costs covered by this grant, including those retroactive to May 19th 2021, must be fully
7 documented (separately from regular CDBG staff costs) and timesheets provided for each staff
8 position covered. Beneficiaries from this time period must also be reported.
- 9 • Funds being used retroactively cannot be used to pay for building renovations and other projects
10 that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To,
11 "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- 12 • Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare
13 crisis in the community, the need must have arisen within 18 months, and the sub-recipient must
14 demonstrate and certify there are no other funds available to address the need.
- 15 • All Federal Cross-Cutting requirements apply including Financial Management and Procurement,
16 Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and
17 Non-Discrimination

18
19 **VII. GENERAL CONDITIONS**

20
21 **A. General Compliance**

22
23 The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal
24 Regulations, Part 570 (the Housing and Urban Development regulations concerning Community
25 Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable
26 Federal, State and Local laws, regulations, and policies governing the funds provided under this
27 Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to
28 supplement rather than supplant funds otherwise available.

29
30 **B. Independent Contractor**

31
32 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating
33 or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at
34 all times remain an "independent contractor" or with respect to the services to be performed under this
35 Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA,
36 retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient
37 is an independent sub recipient.

38
39 **C. Hold Harmless**

40
41 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees
42 to release, indemnify, defend and hold harmless the County, its commissioners, officers, and
43 employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without
44 limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether
45 arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury,
46 wrongful death or property damage, arising in any way from the actions or omissions of the Sub-
47 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
48 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
49 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
50 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
51 termination of this Agreement, even if the County terminates the Agreement for its convenience.

52
53
54

1 **D. Worker's Compensation**

2
3 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in
4 the performance of this Agreement.

5
6 **E. Insurance and Bonding**

7
8 The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to
9 theft, fraud and /or undue physical damage.

10
11 **F. Grantor Recognition**

12
13 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through
14 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be
15 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the
16 support provided herein in all publications made possible with funds made available under this
17 Agreement.

18
19 **G. Amendments**

20
21 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments
22 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized
23 representative of both organizations, and approved by the Grantee's governing body. Such
24 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient
25 from its obligations under this Agreement.

26
27 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
28 governmental guidelines, policies and available funding amounts, or for other reasons. If such
29 amendments result in a change in the funding, the scope of service, or schedule of the activities to be
30 undertaken as part of this Agreement, such modifications will be incorporated only by written
31 amendment signed by both Grantee and Sub-recipient.

32
33 **H. Suspension or Termination**

34
35 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur
36 if the Sub-recipient materially fails to comply with any term of the award and the award may be
37 terminated for convenience.

38
39 Either party may terminate this Agreement at any time by giving written notice to the other party of such
40 termination and specifying the effective date there of at least 30 days before this effective date of such
41 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken
42 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or
43 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material
44 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the
45 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable
46 compensation for any satisfactory work completed on such documents or materials prior to the
47 termination.

48
49 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
50 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
51 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
52 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
53 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
54 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
55 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be
56 in compliance.

1
2 **VIII. ADMINISTRATIVE REQUIREMENTS**
3

4 **A. Financial Management**
5

6 **1. Accounting Standards**

7 The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the
8 accounting principles and procedures required therein, utilize adequate internal controls, and
9 maintain necessary source documentation for all costs incurred.
10

11 **2. Internal Controls**

12 The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal
13 controls over the funds awarded herein.
14

15 **3. Cost Principles**

16 The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E,
17 "Cost Principles". These principles shall be applied for all costs incurred whether charged on a
18 direct or indirect basis.
19

20 **B. Documentation and Record-Keeping**
21

22 **1. Records to be maintained**

23 The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR
24 Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records
25 shall include but not be limited to:
26

- 27 ❖ Records providing a full description of each activity undertaken
- 28 ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of
29 the CDBG program
- 30 ❖ Records required determine the eligibility of activities
- 31 ❖ Records required to document the acquisition, improvement, use or disposition of sale
32 property acquired or improved with CDBG assistance
- 33 ❖ Records documenting compliance with the fair housing and equal opportunity components
34 of the CDBG program
- 35 ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- 36 ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570
37

38 **2. Retention**

39 The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement
40 for a period of three (3) years from the date of submission of the final expenditure report for activities
41 funded under this Agreement. Records for non-expendable property acquired with funds under
42 this Agreement shall be retained for three (3) years after final disposition of such property. Records
43 for any displaced person must be kept for three (3) years after he/she has received final payment.
44 Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that
45 involve any of the records cited and that have started before the expiration of the three year period,
46 then such record must be retained until completion of the actions and resolution of all issues, or
47 the expiration of the three year period, whichever occurs later.
48

49 **3. Client Data**

50 The Sub-recipient shall maintain client data demonstrating client eligibility for services provided.
51 Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly,
52 head of household, family size, or other basis for determining eligibility, and description of service
53 provided. Such information shall be made available to Grantee monitors or their designees for
54 review upon request.
55

56 **4. Disclosure**

1 The Sub-recipient understands that client information collected under this Agreement is private and
2 the use of disclosure of such information, when not directly connected with the administration of
3 the Grantee's or Sub-recipient's responsibilities with respect to services provided under this
4 Agreement, is prohibited unless written consent is obtained from such person receiving service
5 and, in the case of a minor, that of a responsible parent/guardian.
6

7 **5. Property Records**

8 The Sub-recipient shall maintain real property inventory records, which clearly identify properties
9 purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall
10 conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as
11 applicable.
12

13 **6. Close outs**

14 The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are
15 completed. Activities during this closeout period shall include, but are not limited to making final
16 payments, disposing of program assets (including the return of all unused materials, equipment,
17 unspent cash advances, program income balances, and accounts receivable to the Grantee), and
18 determining the custodianship of records.
19

20 **7. Audit & Inspections**

21 All Sub-recipient records with respect to any matters covered by this Agreement shall be made
22 available to the Grantee, grantor agency, their designees or the Federal Government, at any time
23 during normal business hours, as often as the Grantee or grantor agency deems necessary, to
24 audit, examine, and make excerpts or transcripts of all relevant data.
25

26 Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days
27 after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit
28 requirements will constitute a violation of this Agreement and may result in the withholding of future
29 payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in
30 accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR
31 Part 200 subpart F.
32

33 **C. Reporting and Payment Procedures**

34 **1. Program Income**

35 The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by
36 activities carried out with CDBG funds made available under this Agreement. The use of program
37 income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By
38 way of further limitations, the Sub-recipient may use such income during the Agreement period for
39 activities permitted under this Agreement and shall reduce requests for additional funds by the
40 amount of any such program income balance on hand. All unused program income shall be
41 returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances
42 from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
43
44

45 **2. Indirect costs**

46 If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for
47 determining the appropriate Sub-recipient's share of administrative costs and shall submit such
48 plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation
49 method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and
50 Assignment, and Rate Determination for Non-profit Organization or [Appendix V to Part 200](#)—
51 State/Local Government-wide Central Service Cost Allocation Plans, as applicable.
52

53 **3. Payment Procedure**

54 The Grantee will pay to the Sub-recipient funds available under this Agreement based upon
55 information submitted by the Sub recipient and consistent with any approved budget and Grantee
56 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

1 requirements. Payments will be adjusted by the Grantee in accordance with advance fund and
2 program income balances available in Sub recipient accounts. In addition, the Grantee reserves
3 the right to liquidate funds available under this Agreement for costs incurred by the Grantee on
4 behalf of the Sub recipient.
5

6 **4. Progress Report**

7 The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided
8 in Appendix B or as otherwise specified by the Grantee.
9

10 **D. Procurement**

11 **1. Compliance**

12 The Sub-recipient must establish written procurement procedures, shall comply with current
13 Grantee policy concerning the purchase of equipment and shall maintain inventory records of all
14 non-expendable personal property as defined by such policy as may be procured with funds
15 provided herein. All program assets (unexplained program income, property, equipment, etc.) shall
16 revert to the Grantee upon termination of this Agreement.
17

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

- 19 a. Sub-recipients must avoid purchasing unnecessary items
20
21 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine
22 which would be the most economical and practical procurement for the federal government
23
24 c. Solicitations for goods and services provide for all of the following:
25
26 1. A clear and accurate description of the technical requirements for the material, product
27 or service to be procured. In competitive procurements, such a description shall not
28 contain features which unduly restrict competition.
29
30 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in
31 evaluating bids or proposals.
32
33 3. A description, whenever practicable, of technical requirements in terms of functions to be
34 performed or performance required, including the range of acceptable characteristics or
35 minimum acceptable standards.
36
37 4. The specific features of "brand name or equal" descriptions that bidders are required to
38 meet when such items are included in the solicitation.
39
40 5. The acceptance, to the extent practicable and economically feasible, of products and
41 services dimensioned in the metric system of measurement.
42
43 6. Preference, to the extent practicable and economically feasible, for products and services
44 that conserve natural resources and protect the environment and are energy efficient.
45
46 d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned
47 companies and women's business enterprises, whenever possible. Recipients of Federal
48 awards shall take all of the following steps to further this goal:
49
50 1. Ensure that small businesses, minority-owned companies and women's business
51 enterprises are used to the fullest extent practicable.
52
53 2. Make information on forthcoming opportunities available and arrange time frames for
54 purchases and contracts to encourage and facilitate participation by small businesses,
55 minority-owned companies and women's business enterprises.
56
57 3. Consider in the contract process whether firms competing for larger contracts intend to
58 subcontract with small businesses, minority-owned companies and women's business
59 enterprises.
60
61 4. Encourage contracting with consortiums of small businesses, minority-owned companies
62 and women's business enterprises when a contract is too large for one of these firms to
63 handle individually.
64
65 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

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.

1 **X. Personnel and Participant Conditions**

2
3 **A. Civil Rights**

4
5 **1. Compliance**

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

12
13 **2. Nondiscrimination**

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

23
24 **3. Land Covenants**

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

34
35 **4. Section 504**

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

41
42 **5. Fair Housing**

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

48
49 The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing
50 Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further
51 fair housing within its own jurisdiction and support Fulton County's actions to comply with the
52 County's fair housing certification. This provision is required because noncompliance by a unit of
53 general local government included in an urban county may constitute noncompliance by the
54 grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial
55 actions by the Department of Housing and Urban Development.

56 **6. Benefits to Legal Resident Aliens**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

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 African-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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

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 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

1 that to the greatest extent feasible opportunities for training and employment be given to low
2 and very low income. Residents of the project area and contracts for work in connection with
3 the project be awarded to business concerns that provide economic opportunities for low and
4 very low-income persons residing in the community in which the project is located.”
5

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

20 The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which
21 would prevent compliance with these requirements.
22

23 **b. Notifications**

24 The Sub-recipient agrees to send to each labor organization or representative of workers with
25 which it has a collective bargaining agreement or other contract or understanding, if any, a notice
26 advising said labor organization or worker’s representative of this commitment under this
27 Section 3 clause and shall post copies of the notice in conspicuous places available to
28 employees and applicants for employment of training.
29

30 **c. Subcontracts**

31 The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate
32 action pursuant to the subcontract upon finding that the subcontractor is in violation of
33 regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity
34 where it has notice or knowledge that the latter has found in violation of regulations under 24
35 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary
36 statement of ability to comply with the requirements of these regulations.
37

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

39 The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan
40 attached as Exhibit F.
41

42 **D. Conduct**

43 **1. Assignability**

44 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written
45 consent of the Grantee thereto; provided, however, that claims for money due or to become due to
46 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust
47 company, or other financial institution without such approval. Notice of any such assignment or
48 transfer shall be furnished promptly to the Grantee.
49

50 **2. Subcontracts**

51 **a. Approvals**

52 The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the
53 performance of this Agreement without the written consent of the Grantee prior to the execution
54 of such agreement.
55
56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

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 or 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
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

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 shall 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 a 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 insure 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.

XII. SEVERABILITY

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF EAST POINT, GEORGIA



Deana Holiday Ingraham, Mayor
City of East Point

FULTON COUNTY, GEORGIA

DocuSigned by:



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

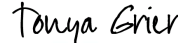
ATTEST



Keshia McCullough
City Clerk

ATTEST

DocuSigned by:



Tonya R. Grier, Clerk to the Commission

DocuSigned by:

DATE: 09/08/2021

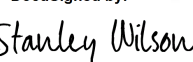
DATE: 10/18/2021

SEAL:



SEAL:

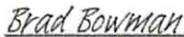
APPROVED AS TO CONTENT:



Stanley Wilson, Director
Department of Community Development



APPROVED AS TO FORM:



Brad Bowman (Sep 8, 2021 11:30 EDT)
Brad Bowman, City Attorney

APPROVED AS TO FORM:

DocuSigned by:



Derral Stewart
Office of the County Attorney

DATE: 09/08/2021

DATE: 10/18/2021

Fulton County Community Development Block Grant Program Attachment A- COVID Project Description City of East Point

The City of East Point, Georgia Community Development Block Grant- COVID-19 (CDBG-CV) Emergency Mortgage and Rental Assistance Program is designed to provide financial assistance to individuals and families who are delinquent in their mortgage or rental payments and who have experienced job loss or reduced income as a result of the COVID-19 pandemic. The program provides eligible households mortgage and rental assistance to low-to-moderate income residents who have been financially impacted directly as the result of the COVID-19 pandemic. Low-to-moderate income is defined as households earning 80% or less of Area Median Income (AMI) within Fulton County, Georgia. This program is subject to funding availability.

This program is only available to applicants who reside in the City of East Point, Georgia. The program will not issue payments directly to applicants; payments will be sent directly to landlords and mortgage companies, all of whom must be willing to participate in this program. Landlords must be able to provide the city with completed IRS W-9 forms or Social Security Numbers.

Applicants must meet income guidelines established by the U.S. Department of Housing and Urban Development (HUD). Income eligibility is based on gross income from all sources. Assistance will be provided on a month-to-month basis and will be contingent upon continued eligibility for the program. The maximum duration of assistance payments will not exceed the number of months as approved by HUD.

Eligible Income Limits (based on 80%* AMI) effective 7/1/2021

Number in Household	Income Limit
1	48,300
2	55,200
3	62,100
4	68,950
5	74,500
6	80,000
7	85,500
8	91,050

The submission of an application for assistance under this program does not constitute acceptance, meeting minimum qualification criteria, nor is it a guarantee of a program award. All information submitted will be individually verified and households who provide misleading or false information or who apply more than once for the program (even under a different family member) will be disqualified.

Distribution of Applications and Funds

- Applications will be accepted during until funds are exhausted. This is a one-time grant opportunity for eligible households.
- Residents will be awarded on a first come first serve basis **only**.
- Online applications can be found at City Hall **OR** can be downloaded and printed out **OR** completed on the City of East Point website.
- Applications submitted at any other location will not be considered. Applicants will receive a stamped dated receipt of an application.
- Submit copies of all verification documents; please do not submit originals. The City of East Point reserves the rights to inspect the original documents.
- Applications that are incomplete or missing verification documents will not be processed.
- Applications can be mailed, or a hard copy can be delivered at specified dates and times.

Drop Off Location
2757 East Point Street
East Point, GA 30344

- Applicants will be notified whether approved or denied for financial assistance.

Fulton County Community Development Block Grant Program ATTACHMENT B: COVID Project Implementation Schedule City of East Point

COVID ACTIVITY	TASKS QUALIFICATIONS	PROJECTED START DATE
<p>Applicant Document Checklist The information provided shall be kept confidential and used only for the purpose of determining eligibility for financial assistance. Components of a complete application process include: Application for Assistance completed and signed by the Renter/Homeowner(s).</p> <ul style="list-style-type: none"> <input type="checkbox"/> Photo ID <input type="checkbox"/> Social Security Card <p>OWNERS:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Act 91 Notice, Act 6 Notice, Reinstatement quote or monthly statement from lender showing the status of the mortgage. <input type="checkbox"/> Copies of utility Statements. <input type="checkbox"/> The homeowner holds legal or equitable title to the property as evidenced by a copy of the deed. <input type="checkbox"/> Provide current mortgage statement in the applicant's name. <input type="checkbox"/> The property is secured by a mortgage or other security interest in cases where the property is subject to monthly payments applied towards the mortgage balance. <input type="checkbox"/> The Mortgage(s) are in a first or second lien position and that require monthly mortgage payments. <input type="checkbox"/> Mortgage payments must have been current as of February 1, 2020. <input type="checkbox"/> The mortgage is at least 30 days delinquent and due between February 2020 and December 2020. <input type="checkbox"/> The mortgage is not in an active forbearance plan that allows the delinquency to be added to the end of the mortgage term (partial claim). <input type="checkbox"/> Provide proof of homeowner's insurance, and, when applicable, flood insurance. <input type="checkbox"/> As of January 1, 2020, be current on all real estate, school, and municipal taxes (or provide proof of a payment plan). <input type="checkbox"/> Property must be the homeowner's primary residence. <input type="checkbox"/> Property cannot be used in any part as a rental. 	<p>Must be legal resident in 1 of 53 participating communities. Have a household income less than 80% of the area median income, as defined by HUD</p> <ul style="list-style-type: none"> <input type="checkbox"/> Inability to pay due to a temporary job loss, reduced work hours or other income hardship caused by COVID-19 pandemic, beginning March 10, 2020 or later. <input type="checkbox"/> The household has not received assistance from any other source for the same activity and time period as requested through this program. <input type="checkbox"/> Your landlord or property manager or mortgage company must agree to participate in the program. (No payments will be made directly to the applicant.) <input type="checkbox"/> This program provides a one-time grant for eligible households and covers the following areas: Mortgage and rental payments 	<p>September 2021</p>

<p>RENTERS:</p> <ul style="list-style-type: none"><input type="checkbox"/> Eviction notice or late payment notice from landlord.<input type="checkbox"/> Copy of Lease if in writing.<input type="checkbox"/> Copies of Utility statements. <p>ALL:</p> <ul style="list-style-type: none"><input type="checkbox"/> The property is located within the City of East Point.<input type="checkbox"/> Provide documentation of any payments received a result of any governmental response program due to COVID-19 (such as unemployment compensation).<input type="checkbox"/> Renters or Homeowner must have become unemployed after February 1, 2020 or had a decrease in their annual household income due to reduced work hours and wages since that time. Both must be a result of the COVID-19 pandemic. Note: Proof of unemployment (job loss) or reduction of income (compared to annual 2019 income) must be kept in each household file. <p>Verification of Income To determine if applicants are income eligible, City of East Point's staff shall review and verify income using the following (but not limited to):</p> <ul style="list-style-type: none"><input type="checkbox"/> Pay stubs<input type="checkbox"/> SSI/SSDI benefit letters<input type="checkbox"/> Pension statements<input type="checkbox"/> Wage statements<input type="checkbox"/> Interest statements<input type="checkbox"/> Unemployment compensation statements<input type="checkbox"/> Tax returns, W-2 forms<input type="checkbox"/> Profit and loss statement from business<input type="checkbox"/> Child Support received		
---	--	--

**Fulton County Community Development Block Grant Program
ATTACHMENT C: COVID Cost Reimbursement Budget
City of East Point**

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CDBG	CITY
Admin – Project Delivery (Supplies, Copy material and Labor)	August 2021 Thru Project End Date	\$ 50,000	East Point
Mortgage & Rental Payments	August 2021 thru Project End Date	\$500,000	East Point
Total for Year 2021 – 2023		\$550,000	East Point

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	Projections	Submission Date	Total Operating Budget
Admin - Equipment/Supplies/Labor	TBD	TBD	\$50,000
Mortgage & Rental Payments	TBD	TBD	\$500,000
TOTAL EXPENSES			\$550,000

**Fulton County Community Development Block Grant Program
ATTACHMENT D:
City of East Point – Emergency Rent and or Mortgage Assistance
Quarterly Performance Report**

Municipality: City of East Point CDBG Funding Year: 2021

Project Name: Emergency Mortgage and or Rental Assistance

Administering Department: City of East Point

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: \$550,000

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 draw downs within reporting period: _____

Total amount of draw downs 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):*

1. BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1 st – March 31 st		April 1 st – June 30 th		July 1 st – Sept 30 th		Oct 1 st – Dec 31 st	
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								

2. INCOME

FY 2021 INCOME LIMITS SUMMARY								
As of July 1, 2021 Fulton County, GA FY 2021 Median Income \$86,200								
Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income Limits (30%) 0- 30%	\$18,100	\$20,700	\$23,300	\$25,850	\$27,950	\$30,000	\$32,100	\$34,150
Very Low Income Limits (50%) 31%- 50%	\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$53,450	\$56,900
Low Income Limits (60%) 51%- 60%	\$36,240	\$41,400	\$46,560	\$51,720	\$55,860	\$60,000	\$64,140	\$68,280
Low/Moderate Income Limits (80%) 61%- 80%	\$48,300	\$55,200	\$62,100	\$68,950	\$74,500	\$80,000	\$85,500	\$91,050

FY 2021 Income Limit Category	Jan 1st – March 31st	April 1st – June 30 th	July 1 st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0%-30% Median Income)				
Very Low Income (31%-50% Median Income)				
Low Income (51%- 60% Median Income)				
Low/Moderate Income (61%-80% Median Income))				
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 NEW or Continued Access 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 IMPROVED ACCESS 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	
---	--

Submitted by: _____
Name

Date: _____

Signature

Title: _____

Approved by: _____
Name

Date: _____

Title: _____

Signature _____

**Fulton County Community Development Block Grant Program
ATTACHMENT D2: Year End Performance Report**

Municipality: City of East Point CDBG Funding Year: 2021

Project Name: Emergency Mortgage and Rental Assistance

Administering Department: City of East Point

Reporting Period From: _____ To: _____

I. **Project Status:**

CDBG allocation amount: \$550,000

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 draw downs within reporting period: _____

Total amount of draw downs 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):**

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>Outcome 1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
<u>Objective #1:</u> Suitable Living Environment	<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>Objective #2:</u> Decent Housing	<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>Objective #3:</u> Economic Opportunity	<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

Submitted by: _____ Date: _____
 Name

 Signature Title: _____

Approved by: _____ Date: _____
 Name

 Signature Title: _____

ATTACHMENT E
COVID- Emergency Assistance Program
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.

ATTACHMENT F
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG and CDBG-CV PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2021

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

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

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

FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY Monitoring Finding / Concerns Clearance Process	
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:	

Stanley Wilson, Director
Fulton County Community Development Department

SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:

Effective Date:

Beneficiary ID:

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

OTHER BENEFICIARY ADULTS*		
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.* Attach another copy of this page if additional signature lines are required.

Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998)

1. Income from wages, salaries, tips, etc.

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. Business Income

Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest & Dividend Income

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. Retirement & Insurance Income

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).

5. Unemployment & Disability

Income Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).

6. Welfare Assistance

Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount welfare assistance income to be included as income shall consist of:

- a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.

7. Alimony, Child Support, & Gift

Income Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. Armed Forces Income

All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

EXCLUSIONS

General Category

Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998)

1. Income of Children

Income from employment of children (including foster children) under the age of 18 years.

2. Foster Care Payments

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

3. Inheritance and Insurance

Income Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).

4. Medical Expense Reimbursements

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

5. Income of Live-in Aides

Income of a live-in aide (as defined in 24 CFR5.403).

6. Student Financial Aid

The full amount of student financial assistance paid directly to the student or to the educational institution.

7. "Hostile Fire" Pay

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. Self-Sufficiency Program

Income

- a. Amounts received under training programs funded by HUD.
- b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
- d. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).
- e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

9. Gifts

Temporary, nonrecurring, or sporadic income (including gifts).

10. Reparation Payments

Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.

11. Income from Full-time Students

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).

12. Adoption Assistance Payments

Adoption assistance payments in excess of \$480 per adopted child.

13. Family Support Act Income

For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.

14. Social Security & SSI Income

Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

15. Property Tax Refunds

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16. Home Care Assistance

Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

17. Other Federal Exclusions

Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24

CFR 5.609(c) apply, including:

- a. The value of the allotment made under the Food Stamp Act of 1977;
- b. Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- c. Payments received under the Alaskan Native Claims Settlement Act; Payments from the disposal of funds of the Grand River Band of Ottawa Indians;
- d. Payments from certain sub-marginal U.S. land held in trust for certain Indian tribes;
- e. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);
- f. Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785);
- g. The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe; Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
- h. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- j. Earned income tax credit;
- k. The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and
- l. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veteran's employment programs, State job training programs and career intern programs).

Fulton County Community Development Block Grant Program


ATTACHMENT H: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2019 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of East Point
2	Subrecipient DUNS Number	073425514
3	Federal Award Identification Number (FAIN)	B-20-UW-13-0003
4	Federal Award Date	09/11/2020
5	Subaward Period of Performance Start and End Date	9/11/2020 start date 9/1/2026 end date
6	Amount of Federal Funds Obligated by This Action	\$550,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$550,000.00
8	Total Amount of the CDBG Federal Award	\$1,710,860.00
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 East Point income eligible residents with emergency assistance program due to COVID.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles 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 Dun and Bradstreet Data Universal Numbering System (DUNS), 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>

Signature of Authorized Certifying Official X 	Applicant City of East Point
Title Mayor	Date 09/08/2021