

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Stephanie Gordon
SECONDER:	Myron Cook
AYES:	Robertson, Bailey, Cummings, Cook, Butler IV, Gordon, Rene'
ABSENT:	Deana Holiday Ingraham, Sharon Shropshire

11. Council Approval of FY 2024 - 2026 CDBG Cooperative Agreement Review and Approval for the City to Participate for the Next Three Years by Passing a Resolution Authorizing the Execution of This Agreement for the Participation in the Fulton County Urban County CDBG Program.

Presented by: Finance City Manager

RESULT	APPROVED [UNANIMOUS]
MOVER	Stephanie Gordon
SECONDER	Myron Cook
AYES	Robertson, Bailey, Cummings, Cook, Butler IV, Gordon, Rene')
ABSENT	Deana Holiday Ingraham, Sharon Shropshire)

12. Council Approval of Resolution Authorizing the Abandonment and Conveyance of 0.601 Acres of City-Owned Right-Of-Way Located Along Washington Avenue Between Norman Berry Drive and Akron Street for the Purpose of Construction of the Norman Berry Village Senior Multifamily Development - Phase II

Presented by: City Manager

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Stephanie Gordon
SECONDER:	Myron Cook
AYES:	Robertson, Bailey, Cummings, Cook, Butler IV, Gordon, Rene'
ABSENT:	Deana Holiday Ingraham, Sharon Shropshire

XIII. AGENDA ITEMS:

13. Discussion on Changes of Council Salary

Presented by: City Council Myron Cook

RESULT:	PULLED
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14. Resolution Authorizing Submission of Joint Offers with MARTA for the Purpose of Acquiring Property Rights for the Construction of The Cleveland Avenue-Metropolitan Parkway Arterial Rapid Transit (ART) Project within the City Limits of East Point

Presented by: City Manager City Attorney's Office



Department of Community Development

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U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of East Point

Program Years

January 1, 2024 – December 31, 2026

AUTHORITY: HUD - NOTICE CPD-19-04





TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements..... 3

Section 2: CDBG Program 3

Section 3: Duration of Agreement..... 5

Section 4: Federal Grant Restrictions 5

Section 5: Compliance 6

Section 6: CDBG Eligible Project Approval.....7

Section 7: Program Income 7

Section 8: Authorizations..... 8

Section 9: Agreement Execution 9

Section 10: City Clerk Certification 10

Section 11: Legal Opinion 11

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FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]

Program Year 2024 - 2026

This Cooperation Agreement made this 6th day of July, 2023 by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of East Point**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2024 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2024.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

By executing the CDBG Cooperation Agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and





2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG <fair share> dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans which would affect the City, which will involve the use of CDBG funds for implementation.

Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2024 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification





period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

- a. HUD requires changes in the Agreement; or
- b. The City shall choose to exclude itself from the County CDBG Program; or
- c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing





applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
- b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years





during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

- a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.
- b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.
- c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.
- d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;
- b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.
- c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.





Section 8: Authorizations

The Mayor of the **City of East Point** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

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Section 9: Agreement Execution

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

For The City of East Point

Deana Holiday Ingraham

AF32062C45613E707519AE34173445EA contractworks.

Deana Holiday Ingraham, Mayor of The City of East Point

Deana Holiday Ingraham

Typed or printed name and title

07/06/2023

Date of Signature

Keshia McCullough

Attest: DBFE209E5ECDFB4B8B9DF0953813E16D contractworks.

Signature

Keshia McCullough

Attestor Typed or printed name and title

07/06/2023

Date of Signature

Pamela Roshell, PhD, Chief Operating Officer

Date of Signature

For Fulton County:

**Robb L. Pitts, Chairman
Fulton County Board of Commissioners**

Date of Signature

Attest: _____
County Clerk

Attestor Type or printed name and title

Date of Signature

[IMPRINT COUNTY SEAL HERE]

Stanley Wilson, Director, Community Development

Date of Signature

The City of East Point Resolution Item Number: 195-023

City Council Approval Meeting Date: June 20, 2023





Section 10: City Clerk Certification

Name of City: The City of East Point.

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2024, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said <Cooperation Agreement,= as approved at the City Council meeting held on the date written above.

Keshia McCullough

DBFE209E5ECD4B8B9DF0953813E16D contractworks.

Signature of City Clerk

Keshia McCullough

Print Name of City Clerk

07/06/2023

Date

Cathrene Hardy

806C5F1269C06A1A8D46F0E1F1BC32B4 contractworks.

Attest: Signature

Cathrene Hardy

Print Name of Attestor

07/07/2023

Date of Signature





Section 11: Legal Opinion

For The City of East Point.

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: Antavius Weems City Attorney

Antavius Weems Name of City Attorney [Typed or Printed]

06/23/2023 Date of Approval

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ Office of The Fulton County Attorney

_____ Date of Approval



1 STATE OF GEORGIA
2 COUNTY OF FULTON

3 A RESOLUTION

4 FROM MAYOR AND COUNCIL OF THE CITY OF EAST POINT, GEORGIA AUTHORIZING THE
5 CHIEF ELECTED REPRESENTATIVE TO EXECUTE AN AGREEMENT THAT ALLOWS FOR
6 CONTINUED PARTICIPATION IN THE FULTON COUNTY URBAN COUNTY CDBG PROGRAM FOR
7 THE NEXT THREE (3) YEARS.

8 WHEREAS, the duly elected governing authority of the City of East Point, Georgia is the Mayor and Council
9 thereof; and

10 WHEREAS, Fulton County Government, as the grantee for the Fulton County Urban County CDBG Program, is
11 required to re-qualify to receive a direct entitlement allocation of Community Development Block Grant (CDBG)
12 funds; and

13 WHEREAS, the funds received under this Agreement will be used to improve the quality of housing, public facilities,
14 certain public service capital needs, and to create and/or retain jobs, predominantly for low- and moderate-income
15 persons. These funds will benefit low- and moderate-income citizens of the County's incorporated municipalities
16 if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

17 BE IT FURTHERED RESOLVED, the City Council authorizes the Mayor and staff to execute all necessary
18 documents, including but not limited to any Agreements required to implement the terms of this Resolution.

19 SO PASSED AND APPROVED this 20th day of June 2023.

20 SPONSORED BY:

21 *Deana Holiday Ingraham*

22 AF32062C45613E707519AE34173445EA contractworks

23 Deana Holiday Ingraham, Mayor

24 APPROVED AS TO FORM:

25 *Antavius Weems*

26 D97D6C08456F6864D21957E35A20B54F contractworks

27 Antavius Weems, Interim City Attorney

28 ATTEST:

Keshia McCullough

DBFE209E5ECDFB4B889DF0953813E16D contractworks

Keshia McCullough, MMC, City Clerk