



## City Council Meeting - Final

February 26, 2024  
7:00 PM

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- B. AGR2024-009** Authorization for the City of Smyrna to continue as a Subrecipient of the Cobb County Community Development Block Grant (CDBG) Program PY2024, to receive the grant amount of \$181,057.85 for Public Facility Projects and Administration and Planning, authorize the Mayor to sign and execute the 2024 Subrecipient Agreement documents.



# City of Smyrna

## Issue Sheet

A Max Bacon  
City Hall  
2800 King Street  
Smyrna, GA 30080

File Number: AGR2024-009

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**Agenda Date:** 2/26/2024

**In Control:** City Council

**File Type:** Agreement

**Agenda Section:**

Formal Business

**Agenda Number: B.**

**Department: Administration**

**Agenda Title:**

Authorization for the City of Smyrna to continue as a Subrecipient of the Cobb County Community Development Block Grant (CDBG) Program PY2024, to receive the grant amount of \$181,057.85 for Public Facility Projects and Administration and Planning, authorize the Mayor to sign and execute the 2024 Subrecipient Agreement documents..

***Citywide***

**ISSUE AND BACKGROUND:**

Every year, the City of Smyrna signs a Subrecipient Agreement with Cobb County administered through the CDBG Program Office. This agreement authorizes Cobb County to continue the administration of funds and reporting to the U.S. Department of Housing and Urban Development (HUD) on behalf of the City. This authorization is for CD24-C24SA-A and CD24-C24S8-F. This amount is subject to change/increase should HUD release more funds to Cobb County.

**RECOMMENDATION / REQUESTED ACTION:**

Staff recommends the authorization for the City of Smyrna to continue as a Subrecipient of the Cobb County Community Development Block Grant (CDBG) Program PY2024, to receive the grant amount of \$181,057.85 for Public Facility Projects and Administration and Planning, authorize the Mayor to sign and execute the 2024 Subrecipient Agreement documents.





# **COBB COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## **SUBRECIPIENT AGREEMENT PROGRAM YEAR 2024**

***CITY OF SMYRNA***

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**PY2024**  
**COBB COUNTY**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**SUBRECIPIENT AGREEMENT**

NAME OF SUBRECIPIENT: **CITY OF SMYRNA**

SUBRECIPIENT AGREEMENT (CONTRACT) NUMBER: **CD24-C24SA-A**  
**CD24-C24S8-F**

HUD GRANT NO: **B-24-UC-13-0002**

THIS AGREEMENT, made and entered into on the 1<sup>st</sup> day of January 2024 by and between Cobb County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners [BOC], hereinafter referred to as the "County", and **City of Smyrna**, a CDBG subrecipient organization (either a participating municipality in the Cobb County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Cobb County, Georgia, and serving CDBG-eligible residents of Cobb County;

WITNESSETH:

WHEREAS, Cobb County has received a Program Year [PY] 2024 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, a total of **\$181,057.85 (\$28,211.57 for Administration/Planning and \$152,846.28 for Public Facility Improvements)** from Program Year 2024 CDBG funds has been appropriated by the Cobb County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG-eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Attachment A; with the Scope of Services provided in Attachment B; with any amendments to this Agreement, included as Attachment C; with the Lease Agreement requirements included as Attachment E, if applicable; with the property use requirements included as Attachment F, if applicable; with the HUD regulations included as Attachment G; and, with the Subrecipients CDBG Application included as Attachment H;

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

**Item 1: Use of Funds**

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Cobb County CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than December 31, 2024.**

**Item 2: Duration of Agreement**

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	1/1/2024
Deadline for Expenditure of Funds	12/31/2024
Agreement Termination Date	12/31/2024
Deadline for Receipt of Final Reimbursement Request	4/30/2025

**Item 3. Uniform Administrative Requirements**

The Uniform Administrative Requirements, as promulgated in [2 CFR Part 200], shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

**Other Program Requirements**

The Subrecipient shall comply with all the requirements of 24 CFR § 570.600 - 570.614, as applicable to the Subrecipient's activity(s) to include: §570.603 Labor standards; §570.604 Environmental standards; §570.605 National Flood Insurance Program.; §570.606 Displacement, relocation, acquisition, and replacement of housing; §570.607 Employment and contracting opportunities; §570.608 Lead-based paint; §570.609 Use of debarred, suspended or ineligible contractors or subrecipients; §570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards; §570.611 Conflict of interest; §570.612 Executive Order 12372; §570.613 Eligibility restrictions for certain resident aliens; §570.614 Architectural Barriers Act and the Americans with Disabilities Act.

**Item 4. Subrecipient's Obligation**

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Attachment A of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Attachment A, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will

also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.

**Item 5. Compliance with all CDBG Regulations at 24 CFR §570**

The Subrecipient shall comply with all the applicable requirements of 24 CFR §570 [CDBG Regulations] and OMB Circular 2 CFR §200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. Upon request, the referenced documents are also available from the Cobb County CDBG Program Office.

**Item 6. Record Keeping/Reporting**

Every Subrecipient is required to establish and maintain **at least three major categories** of records:

**Administrative records:** These are files and records that apply to the overall administration of the Subrecipient's CDBG activities. They include the following:

- Subrecipient Agreement
- Agreement Amendment (*if applicable*)
- Budget Revisions (*if applicable*)
- Notice to Proceed
- Grant Application for Funding
- Environmental Review must be completed by the CDBG Program Office prior to commencing project (*if applicable*)
- Project Eligibility Documentation (Provided by CDBG Program Office for CDBG Projects)
- CDBG Program Office Communications

**Financial records:** These include the chart of accounts, a manual on accounting procedures, accounting journals and ledgers, source documentation (purchase orders, invoices, canceled checks, etc.), procurement files, bank account records, financial reports, audit files, etc.

The Subrecipient shall maintain financial records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR § 200.302 (3) and 24 CFR § 570.490, as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Cobb County CDBG Program are specified in Item 22 of this Agreement.

**Project/case files:** These files document the activities undertaken with respect to specific individual beneficiaries, income, property owners, and/or properties.

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. **These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Attachment J, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Attachment B, "Scope of Services."** The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

#### **File Organization and Maintenance**

Subrecipient should structure its project/case files and other records to comply with the general **CDBG standard for record keeping** which that records must be *accurate, complete and orderly*. Records should demonstrate that each activity undertaken meets one of the **National Objectives** for the CDBG program (24 CFR § 570.208 and particularly the record-keeping requirements at § 570.506(b) (1) - (12)) as reflected in Attachment J of this Agreement. All Subrecipient must comply with 24 CR § 5.609: Annual Income to determine the anticipated annual income of all adults in the household in accordance with the Part 5 definition of annual income.

#### **Case File Organization**

Subrecipient case files should include at minimum:

- ☐ Case File Checklist
- ☐ Application for services
- ☐ Consent Forms
- ☐ Proof of Identification
- ☐ Proof of Residency
- ☐ Income Verification Documents
- ☐ Income Limits
- ☐ Environmental Review
- ☐ Housing Eligibility Documentation
- ☐ Additional Services Documentation

***Documents should be placed in order of checklist. Each project should have a separate case file.***

**Documenting Eligibility** (see Attachment J - CLIENT FILE CHECKLIST-PUBLIC SERVICES)**Retention of Records**

All accounting records, reports, and evidence pertaining to all costs, expenses and the CDBG funds of Subrecipient and all documents related to this Agreement shall be maintained and kept available at the Subrecipient's office or place of business for the duration of the Agreement and thereafter for five (5) years after completion of an audit in conformity with the CDBG regulations. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which the County or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such appeals, litigation claims or exceptions.

**Item 7. Funding**

The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.

**Item 8. "Hold Harmless"**

The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

**Item 9. Procurement**

The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with **2 CFR §200.320**.

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in 2 CFR §200.320, [as applicable] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Subrecipient Agreement shall be returned to the County for signature by the Chairwoman of the Cobb County Board of Commissioners.



The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the procurement requirements described below:

**2 CFR § 200.320 Methods of procurement to be followed.** The Subrecipient must use one of the following methods of procurement:

**(a) Procurement by micro-purchases** (\$3,000 or less). Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$200.67 Micro-purchase). To the extent practicable, the Subrecipient must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Subrecipient considers the price to be reasonable.

**(b) Procurement by small purchase procedures**. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (\$150,000). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

**(c) Procurement by sealed bids (formal advertising)**. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c) (1) of this section apply.

**(1)** In order for sealed bidding to be feasible, the following conditions should be present:

- (i)** A complete, adequate, and realistic specification or purchase description is available;
- (ii)** Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii)** The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

**(2)** If sealed bids are used, the following requirements apply:

- (i)** Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii)** The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii)** All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

**(d) Procurement by competitive proposals.** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The Subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The Subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

**(e) Procurement by noncompetitive proposals.** Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Subrecipient or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the Subrecipient; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

**Item 10. Property Acquisition and Relocation Services**

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years). [Lease requirements are addressed in Item 11 of this Agreement]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part § 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Attachments B, D, E, and/or F.

**Item 11. Real Property / Non-Real Property [Non-Expendable] Continued Use**

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

**A. Change in Real Property Status:****1. Sale of Property:**

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership [title] to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership [title] to another entity that **does not continue** to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to repay to the County CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, prior to such sale of CDBG-assisted property, the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers the ownership [title] to the property at a point in time five [5] years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

## 2. Change in Use of Property:

The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:

- (a) If the Subrecipient proposes to change the use of the property to an activity ***that meets*** a CDBG National Objective and is an eligible CDBG activity, the County will ***not*** require the Subrecipient to repay funds to the County's CDBG Program.

However, prior to such change in use the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice and opportunity to comment on the proposed change in use, as required by 24 CFR § 570.505.

- (b) If the Subrecipient proposes to change the use of property to an activity that ***does not meet*** a CDBG National Objective or is not an eligible activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market share of the property as adjusted for non-CDBG funds.

However, prior to such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

- (c) If the Subrecipient proposes to change the use of the property at a point-in-time five [5] years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.

B. The Subrecipient shall inform the County, in writing, 30 calendar days prior to any modification or change in the use of real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition.

C. Any Program Income generated from the disposition or transfer of property prior to or subsequent to the closeout, change of status or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.

D. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity which is to be carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Attachment E. Said lease agreement must contain, at a minimum, the following items and any other items determined by the County to be applicable to the specific lease:

1. The beginning and ending dates of the lease (at least 15 years to be eligible for CDBG funding assistance (applicable for new acquisition activities only).
  2. Identification of the parties to the lease; i.e., the Lessor shall be the County and the Lessee shall be the Subrecipient.
  3. Identification of the precise land parcel(s) and/or structure(s) which constitute the subject of the lease.
  4. Identification of the CDBG-eligible use of the real property(s) and/or structure(s).
  5. A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.
  6. The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Cobb County rules, regulations, and requirements.
  7. The lease must contain a maintenance of property statement indicating that the property(s) and/or structure(s) which is the subject of the lease agreement will be maintained in conformance with all applicable Federal, State, and Cobb County rules, regulations, and requirements.
  8. The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and to this Subrecipient Agreement.
  9. The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s), which is the subject of the lease.
  10. The lease must contain an indemnification statement, as specified by the County.
  11. The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.
  12. The lease may contain special conditions unique to the specific lessor/lessee circumstances and/or unique to the specific property(s) and/or structure(s).
- E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease (minimum 15 years) must be executed which meets the standards specified above in Section A. However, prior to execution of said lease, the County must approve the form and content of the Lease Agreement to insure its compliance with the terms of this Agreement.
- F. Private non-profit subrecipient organizations must also execute a real property use document(s) with the County, if required by the County. Such a document(s) provides the County with a

mechanism to insure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity -- resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status -- the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG Program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Attachment F.

#### **Item 12. "Force Account" Work**

The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the County.

#### **Item 13. Wage Rates**

The CDBG Program Office shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the CDBG Program Office prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the **Davis-Bacon Act** and its implementing regulations. The CDBG Program Office will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

#### **Item 14. Contracting with Small or Minority/Women Owned Businesses**

It is national policy that recipients take those steps necessary to assure that minority business enterprises (MBE), women's business enterprises (WBE) and labor surplus area firms are used whenever possible. Thus, recipients are encouraged to adopt policies and procedures that will promote the use of small, minority, women-owned, labor surplus area and local businesses (hereafter referred to as "MBE/WBE firms") as sources for supplies, equipment, construction and professional services.

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-



Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### **Item 15. "Section 3" Clause**

##### **A. Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR § 155, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient 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 a 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. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

#### **B. Subcontracts**

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 155 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### **Item 16. Environmental Clearance**

The CDBG Program Office shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the County to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review process conducted by the CDBG Program Office. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CDBG Program Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

**THE SUBRECIPIENT MAY NOT OBLIGATE OR EXPEND ANY FUNDS PROVIDED THROUGH THIS AGREEMENT UNTIL THE COUNTY PROVIDES TO THE SUBRECIPIENT A "NOTICE TO PROCEED," WHICH SHALL REPRESENT, IN PART, THE COMPLETION OF THE ENVIRONMENTAL REVIEW PROCESS, AND THE NOTICE FOR RELEASE OF FUNDS BY HUD FOR THE PROJECTS/ACTIVITIES IDENTIFIED IN THIS AGREEMENT.**

#### **Item 17. Technical Assistance**

The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.



**Item 18. Review Authority**

The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.

**Item 19. Agreement Amendment(s)**

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Attachment C, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in writing form to the Cobb County CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the Cobb County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

**Item 20. Effective Date and Termination Date**

The effective date of this Agreement is the date specified on Page 4 of this Agreement. The termination date of this Agreement is December 31, 2024.

**Item 21. Program Income**

Subrecipients can generate program income from **client fees** charged to its program participants. If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR § 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by the executing this Agreement, the Subrecipient shall **report monthly all program income** (as defined at 24 CFR § 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. When CDBG program income is generated by an activity that is only partially assisted with CDBG funds (i.e., other funds were also used to carry out the project activity), the program income shall be prorated to reflect the percentage of CDBG funds used and deducted from the Subrecipients monthly reimbursement request.
- B. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during

the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand.

- C. The Subrecipient further acknowledges, by executing this Agreement, 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 Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
- D. In the event of close-out or change in status of the Subrecipient, 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 of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

#### ***CALCULATING THE PERCENTAGE OF CDBG INVESTMENT***

Subrecipient's Operating Budget Divided by CDBG Grant Award Equals the Investment Percentage

EX: \$318,222 (Op. Budget) ÷ \$25,000 (Grant) = 13% (Investment)

#### ***CALCULATING CDBG EARNED INCOME***

Monthly Income Earned from Client Fees Multiplied by the CDBG Investment Percentage Equals the *Amount of CDBG Earned Income*

EX: \$4,784 (Fees) x 13% (Investment) = \$609.00 (CDBG Earned Income)

Note: The Subrecipient should calculate the CDBG earned income and deduct that amount from the monthly reimbursement request.

#### ***REPORTING EARNED INCOME***

The Subrecipient should submit a monthly Profit/Loss Statement documenting earned income with monthly reimbursement request.

### **Item 22. Audits**

The Subrecipient agrees to comply with the requirements of:

- A. The Office of Management and Budget (OMB) released new guidance on *Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. As described in 2 CFR §200.110 Effective/applicability date, this part supersedes the following OMB guidance documents and regulations under Title 2 of the Code of Federal Regulations contained in OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133.
- B. Subrecipients shall comply with the following audit requirements as listed in 2 CFR § 200.501.

#### **§200.501 Audit requirements.**

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed

to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

C. Cobb County audit standards:

Because Cobb County is responsible for any grant funds provided to all participating cities and other subrecipients, any organization or city which expends a total of CDBG funds between \$0.00 and \$750,000.00 in any fiscal year from this agreement must have an audit of those funds performed annually, or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) The Subrecipient shall have an annual audit conducted by a qualified auditor in keeping with the standards of OMB Circular 2 CFR § 200.501, Audits of States, Local Governments and Nonprofit Institutions, and a copy of the audit findings, or independent auditor's statement, shall be submitted to the Cobb County CDBG Program Office, ATTN: CDBG Coordinator, within 120 days of the end of the Subrecipient's fiscal year;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above that person that prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by the Executive Director or a member of the governing board;
- 3) Requests for reimbursement submitted to the County shall attach a copy of the appropriate invoice and canceled check for each expense for which reimbursement is being requested. If bank checks are not returned to the Subrecipient, a copy of the bank statement identifying the check may be substituted for the check;
- 4) Cobb County shall periodically perform program reviews of Subrecipient financial records, generally at least once during the period covered by this Agreement. This review will, at a minimum, include procedures to verify documentation of expenditures requested in one or more reimbursement requests;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Cobb County that these reportable conditions exist; and

- 6) If the Subrecipient receives only CDBG funds and no other Federal funds, and if the total CDBG funds received is less than \$25,000, the Subrecipient may indicate by checking and signing here that the Subrecipient is requesting authority from Cobb County to submit a separate schedule covering CDBG funds within the General Audit of the Subrecipient.

Subrecipient, herein, requests authority to submit separate CDBG schedule as a part of its General Audit:

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Cobb County.

The Subrecipient further agrees to send one copy of the independent auditor's report or its financial statements to the County within 120 days following the close of the Subrecipient's fiscal year.

#### **Item 23. Performance**

The subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in **Attachment B [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.**

#### **Item 24. Disputes, Default, and Termination**

If the Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in Item 2 of this Agreement, such a determination being made by the CDBG Program Office, the Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the CDBG Program Office. If the entity fails to cure such default within such time as may be required by such notice, the CDBG Program Office may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the Subrecipient will no longer be entitled to receive any compensation for work undertaken after

the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the CDBG Program Office as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CDBG Program Office under the law and the note and mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

#### **Item 25. Suspension and Termination**

In accordance with 2 CFR Part 200 Subpart D §338-339, Cobb County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Subpart D §339, this Agreement may also be terminated for convenience by either Cobb County or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, and Cobb County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert back to the County.

#### **Item 26. Repayments**

Any CDBG funds invested in activities that does not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the Cobb County CDBG Program Office by the



Subrecipient within 30 days of notification by the CDBG Program Office. If Cobb County is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

**Item 27. Use of CDBG funds by Faith Based Organizations**

**A. ELIGIBLE & INELIGIBLE USES:**

1. A subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.
2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith based organization may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.
3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, or religious belief.
4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program.** In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

**Item 28. Recognition of Cobb County Board of Commissioners and the CDBG Program Office**

The Subrecipient shall insure that the Cobb County CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD are provided proper recognition for the following types of activities.

1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the Cobb County Board of Commissioners, County Manager, and HUD have provided.

2. Provide the CDBG Program Office, the Cobb County Board of Commissioners, and the County Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., Cobb County Celebration of National CD Week] in Projects funded in whole or in part with CDBG funds.
3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD in the funding assistance provided to the Subrecipient.
4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD require.

#### **Item 29. Allowable Costs for Pre-Award**

The CDBG/HOME Pre-Award process, allows subrecipients to incur costs prior to the receipt and execution of future years Subrecipient Agreements. The subrecipient must **"front-end"** all costs related to the pre-award amount incurred for the activity mentioned herein this agreement.

Cobb County will reimburse the subrecipient annually upon allocation and receipt of the current year CDBG and/or HOME entitlement award. Please understand that Cobb County will reimburse the subrecipient only if Congress continues to appropriate CDBG and/or HOME funds at the current funding levels and if the project continues to meet all CDBG and/or HOME requirements.

#### **Item 30. Reimbursement Process**

Cobb County utilizes a "reimbursement process" for all subrecipients participating in the CDBG, HOME & ESG Programs. All Program funds will be paid by Cobb County to subrecipients upon submission of acceptable payment documentation to the Cobb County CDBG Program Office by the subrecipient in a timeframe required by the Cobb County CDBG Program Office. **Subrecipients cannot hold request for reimbursements for more than two months.** Reimbursement payments by the CDBG Program Office will be made using the normal 30-day payment schedule for all subrecipient disbursements.

In no case will Cobb County reimburse any portion of any cost determined to be ineligible under this Agreement or under CDBG regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will Cobb County reimburse any cost which has been or will be reimbursed from another source.

The Cobb County CDBG Program Office may require the submission of subrecipient's client files, via a desk audit, prior to approving any reimbursement request. Any findings of non-compliance identified during the desk audits may result in a delay in processing payments and/or may result in nonpayment of ineligible program expenses.



Submit Reimbursement requests to [cobbcdbgpayers@cobbcountycdbg.com](mailto:cobbcdbgpayers@cobbcountycdbg.com)

**Item 31: Conflict of Interest**

A conflict of interest situation is defined as one in which an employee, officer or agent or any member of his/her immediate family, or his/her partner or an organization that employs or intends to employ any of the aforementioned, has a financial or other interest in the selected contractor. A person who may potentially receive benefits from a CDBG/HOME assisted procurement activity shall not participate in the decision making process. These provisions are effective for the length of their tenure and for one (1) year thereafter if they have exercised any functions or responsibilities with respect to the federally funded activity or are in a position to participate in the decision making process or gain inside information related to such activity. Recipients must adopt guidelines to ensure that each procurement decision is free from actual, potential or an appearance of conflict of interest.

Per 2 CFR §200.318(c)(1), the guidelines must include a written code of standards of conduct which govern the performance of its officers, employees or agents who engage in the award and administration of contracts supported by federal funds. The following items must be included.

- No employee, officer or agent of the recipient shall participate in the selection, award or administration of a contract supported by federal funds if there is a real or an appearance of conflict of interest.
- The subrecipient's officers, employees or agents may not solicit or accept gratuities, favors or items of monetary value from contractors, potential contractors or sub-recipients. However, a recipient may include additional guidance for situations when the financial interest is insubstantial or an unsolicited gift is of nominal value.
- To the extent allowed by state or local laws and regulations, such standards of conduct shall provide for penalties, sanctions or disciplinary actions for violations.
- The Subrecipient may provide for additional prohibitions.

In addition to procurement and contracting, conflict of interest regulations covers other activities funded by CDBG:

- Acquisition and disposition of real property.
- Recipient or sub-recipient assistance to individuals, businesses or other private entities for rehabilitation, preservation or other improvements of private properties or facilities.

- Grants, loans or other assistance provided to businesses, individuals or other private entities such as neighborhood based organizations, small business investment companies and local development corporations engaged in special economic development activities.
- These provisions apply to the following:
  - any person who is an employee, agent, consultant, officer, elected official or appointed official
  - of the recipient;
  - any member of the above mentioned parties' immediate family;
  - a partner of the above mentioned parties;

**Item 32. Hatch Act**

The Subrecipient agrees that no funds 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 of the U.S.C.

**Item 33. Lobbying**

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

**Item 34. Insurance**

Subrecipient shall furnish Cobb County insurance certificates from its workers compensation insurance carrier certifying that it carries such insurance and that the policy shall not be canceled nor the coverage reduced thirty (30) days' notice thereof has been given in writing to the Cobb County CDBG Program Office at the address specified in this Agreement.

Subrecipient shall obtain, at its sole cost, a comprehensive general liability and auto insurance policy or policies insuring against liability for any and all claims and suits for damage or injuries to persons or property resulting from or arising out of operations of Subrecipient, its officers, agents, or employees. Said policy or policies of insurance shall provide coverage for both bodily injury and property damages in not less than the following minimum amounts: One Million Dollars (\$1,000,000) combined single limit or its equivalent. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additionally insured shall be effective until thirty (30) days' notice thereof has been given in writing to the Cobb County CDBG Program Office at the address specified in this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance or certificate of such insurance, satisfactory to the County naming Cobb County as an additional insured.

Subrecipient shall give the County prompt and timely notice of any claim made or suit instituted. Subrecipient shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which in its own judgement may be necessary for its proper protection in the prosecution of the work.

#### **Item 35. Registration**

Subrecipient agrees to maintain a current registration in the federal System Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act, P.L. 109-282, as amended by section 6202(a) of P.L. 110-252. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. Subrecipient shall also provide proof of registration within fourteen (14) days of the Effective Date.

#### **Item 36. BUILD AMERICA, BUY AMERICAN (BABA) - Construction Materials (FAR 52.225-9) (November 15, 2021)**

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 7090152 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The BABA preference for American materials and products applies to all spending on infrastructure projects by Federal agencies, including HUD.

(a) Definitions. As used in this clause—  
Commercially available off-the-shelf (COTS) item—

**Covered Materials** includes the following when used in connection with an Infrastructure Project: (A) all iron and steel; (B) all Manufactured Products; and (C) all Construction Materials.

- (1) Means any item of supply (including construction material) that is—
- (i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) **Infrastructure** is described in 2 CFR 184.4(c) and encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other 6 maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).
- (3) **Infrastructure Project.** The term “infrastructure project” is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.
- (4) **Iron and Steel Products.** The term “iron and steel products” is defined in 2 CFR 184.3 and means an article, material, or supply that consists wholly or predominantly of iron or steel, or a combination of both.
- (5) **Predominantly of iron or steel or a combination of both** is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.
- (6) **Made in America Office.** The term “Made in America Office” or “MIAO” means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with, among other things, enforcing compliance with the BAP and establishing the procedures to review waiver requests proposed by a Federal awarding agency.
- (7) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
- (8) **“Construction material”** means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.
- (9) **Cost of components** means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

(10) Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.



**Not Listed Construction Materials.** The term “not listed construction materials” refers to the category of construction materials that are subject to the BAP, but not included in HUD’s specifically listed construction materials, as defined in the Phased Implementation Waiver. This includes:

- i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
- ii. glass (including optic glass); and
- iii. drywall.

### **HUD’s Phased Implementation Schedule**

While BABA became effective on May 14, 2022, HUD has published a series of waivers to allow for a phasing-in of the BAP with respect to HUD’s FFA programs. Specifically, HUD has waived application of the BAP until the below effective dates depending on the program and the product listed in HUD’s Phased Implementation Waiver. Please refer to HUD’s Phased Implementation Schedule below. For Tribal Entities receiving FFA from HUD, HUD has waived the application of the BAP through May 22, 2023.

Program	FY23 Q1	FY23 Q2	FY23 Q3	FY23 Q4	FY24 Q1	FY24 Q2	FY24 Q3	FY24 Q4	FY25 Q1
CDBG Formula Grants	● 11/15/22 Iron and steel					FY24 Obligation Date (Varies) Construction materials – Specifically-Listed		FY25 Obligation Date (Varies) Construction materials – Not Listed Manufactured products	
Healthy Homes*		● 2/22/23 Iron and steel						● 8/23/24 All construction materials Manufactured products	
Recovery Housing Program (“RHP”) Grants				● 8/13/23 Iron and steel		FY24 Obligation Date (Varies) Construction materials – Specifically-Listed		FY25 Obligation Date (Varies) Construction materials – Not Listed Manufactured products	
All other HUD FFA**						● 2/22/24 Iron and steel		● 8/23/24 All construction materials Manufactured products	
HOME***								● 8/23/24 Iron and steel All construction materials Manufactured products	

\*Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants

\*\*All other HUD FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects

\*\*\*HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects

(End of Clause)

## SIGNATURE PAGE

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

**For City of Smyrna:**

---

Signature of Authorized Person

---

Typed or printed name and title

---

Date of Signature

---

Attest:  
Signature

---

Typed or printed name and title

---

Date of Signature

---

Date Approved by Subrecipient Governing  
Body:

---

Imprint Subrecipient Corporate Seal Here:**For Cobb County:**

---

Lisa Cupid, Chairwoman  
Cobb County Board of Commissioners

---

Date of Signature

---

Attest:  
County Clerk's Office

---

Date of Signature

---

Kimberly Roberts, Managing Director  
Cobb County CDBG Program Office

---

Date of Signature

---

Board Action Date:

---

Approved As To Form:

---

Cobb County Attorney's Office

*See Also Attachments*



**ATTACHMENT A**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**GRANTEE CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR §570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Cobb County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
  - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
  - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Cobb County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
  - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
  - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;

- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR §570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR §570.606;
- (m) It has adopted and is enforcing:
  - 1. 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
  - 2. 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;
- (n) To the best of its knowledge and belief:
  - 1. 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 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  - 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
  - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 2. Establishing an ongoing drug-free awareness program to inform employees about -
    - (a) The dangers of drug abuse in the workplace;
    - (b) The grantee's policy of maintaining a drug-free workplace;
    - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph I;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance: **Location TBD**

It will comply with the other provisions of the Act and with other applicable laws.

---

Signature - Subrecipient Chief Elected Official or Board Chair

---

Typed Name - Subrecipient Chief Elected Official or Board Chair

---

Title

---

Signature Date

ATTEST:

---

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

---

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

---

Title - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

---

Date of Attesting Person's Signature

**INSTRUCTIONS CONCERNING LOBBYING, DRUG-FREE WORKPLACE, AND  
DEBARMENT AND SUSPENSION REQUIREMENTS:**

**A. Lobbying Certification - Paragraph n**

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 1552, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**B. Drug-Free Workplace Certification - Paragraph o**

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act OF 1988 [42 USC 701], as set forth at 24 CFR Part 21.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR § 1508.11 through 1508.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent

contractors not on the Subrecipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

7. Subrecipients shall comply with the government-wide non-procurement debarment and suspension requirements in 2 CFR Part 2424. These government-wide requirements restrict subcontractors and contractors with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.

## **ATTACHMENT B**

### **SUBRECIPIENT'S SCOPE OF SERVICES AND BUDGET**

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **CITY OF SMYRNA**

<b><u>Activity Name(s):</u></b>	<b><u>Activity Number:</u></b>	<b><u>Amount:</u></b>
Administration/Planning	CD24-C24SA-A	\$28,211.57
Public Facilities	CD24-C24S8-F	\$152,846.28

The total PY 2024 CDBG budget for this activity shall not exceed a total of **\$181,057.85**. The Agreement shall be effective on the date specified on Page 4 of this Agreement and terminate on December 31, 2024, unless extended by the CDBG Program Office. The activity shall be completed by December 31, 2024. After that date, Cobb County reserves the right to recapture the funds for use on other eligible projects. Reporting requirements shall continue until December 31, 2029.

**Scope of Work:** City of Smyrna will utilize \$28,211.57 in CDBG funding for Planning and Administration. The City will also utilize \$152,846.28 in CDBG funding for various Public Facility projects in low-to-moderate income areas.

### **GENERAL REQUIREMENTS:**

#### **Budget Modifications**

Subject to written approval from the CDBG Program Office, Subrecipients may transfer funds between approved budget line items during the grant year. However, the CDBG Program Office will only accept budget modification requests once a quarter for each Subrecipient, ***for a maximum of four (4) requests per program year.***

#### **Activity Delivery Costs/Direct Costs**

Activity Delivery Costs/ Direct costs - are those costs that can be directly assigned to eligible CDBG activities under the funded program relatively easily with a high degree of accuracy. These costs are allowable costs incurred for implementing and carrying out eligible CDBG activities. The activity delivery costs cover the costs of staff directly carrying out the activity in addition to equipment and supplies that are necessary for successful completion of the activity. Activity delivery costs must be allocable to a CDBG-assisted activity or an activity that is CDBG-eligible, meet a national objective, and meet all other CDBG program requirements at 24 CFR § 570.

This standard applies equally to such items as salaries and administrative services contracts, as well as to real property and equipment purchases or leases, travel, and other administrative expenditures. If the Subrecipient submits monthly reports to the CDBG Program Office that reflect no CDBG-eligible service activity has been undertaken, then the Subrecipient will not be reimbursed for direct costs.

#### **Reporting Requirements**

Monthly Services Reports [see the form which follows] shall be filed with the Cobb County CDBG Program Office beginning with the 1<sup>st</sup> date of operation of the vehicle and/or the activity (s), and shall be submitted for a total of 5 years, following the initial month of operation.

#### **Special Stipulations for Non-Real Property Acquisitions**

The Subrecipient shall file the Non-Real Property Inventory Form [copy enclosed] for the non-real property with the Cobb County CDBG Program, upon completion of the purchase of each item. The form shall be filed by January 15 of each year, thereafter, for as long as the property shall remain in use as a CDBG-assisted activity.



**CDBG BUDGET**

<b>PROJECT BUDGET</b>	<b>Original Budget</b>	<b>Line Item Revision</b>	<b>Revised Budget</b>
I. Personnel - Admin & Planning	\$28,211.57		
Salaries and Wages			
Fringe Benefits			
Consultants and Contract Services			
<b>Subtotal</b>			
II. Non-Personnel			
Space Costs			
Rental, Lease, or Purchase of Equipment			
Travel			
Other Costs			
<b>Subtotal</b>			
III. Architectural/ Engineering Design			
IV. Acquisition of Real Property			
V. Construction/ Rehabilitation			
VI. Other (Explain) - Public Facilities	\$152,846.28		
<b>TOTAL COSTS</b>	\$181,057.85		



## COBB COUNTY CDBG PROGRAM OFFICE

192 Anderson Street, Suite 150  
Marietta, Georgia 30060  
Phone: (770) 528-1455 Fax: (770) 528-1466  
www.cobbcounty.org/cdbg



Kimberly Roberts  
Managing Director

### Community Development Block Grant Budget Revision Request Form

Once the budget in the Subrecipient Agreement is approved, no changes to a Project Budget shall be made without prior written approval from the Cobb County CDBG Program Office. The CDBG Program Office may approve changes to a Project Budget provided the requested change complies with the provisions of the CDBG Subrecipient Agreement.

#### General Instructions:

1. Complete all Sections of this form.
2. Upon receipt of a complete Budget Revision Request, allow a minimum of five (5) days for processing.

PROJECT BUDGET	Original Budget	Line Item Revision	Revised Budget
<b>I. Personnel</b>			
Salaries and Wages			
Fringe Benefits			
Consultants and Contract Services			
<b>Subtotal</b>			
<b>II. Non-Personnel</b>			
Space Costs			
Rental, Lease, or Purchase of Equipment			
Travel			
Telephone			
Consumable Supplies			
Other Costs			
<b>Subtotal</b>			
<b>III. Architectural/ Engineering Design</b>			
<b>IV. Acquisition of Real Property</b>			
<b>V. Construction/ Rehabilitation</b>			
<b>VI. Indirect Costs</b>			
<b>TOTAL COSTS</b>			

Signature of Authorized Grantee Representative		Date	
CDBG Program Manager Signature	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	

**ATTACHMENT C**

**AGREEMENT AMENDMENTS**

[Add Amendments If Applicable]

**ATTACHMENT D**  
**NON- REAL PROPERTY INVENTORY**  
***[USE SEPARATE PAGES FOR EACH INDIVIDUAL PIECE OF EQUIPMENT]***

Date of Inventory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Agency Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Address Where Asset Located: \_\_\_\_\_

Program Year: 2024

Project Name: \_\_\_\_\_ Project No.: \_\_\_\_\_

Date Acquired: \_\_\_\_\_ Agency Asset No.: \_\_\_\_\_

Serial No.: \_\_\_\_\_

Description of Asset: Brand Name, Model No., Color/Size, etc.

***Agency Accounting System Identification Information:***

Your Purchase Order No.: \_\_\_\_\_

Check Issued for Payment: \_\_\_\_\_ Subrecipient Check No.: \_\_\_\_\_

Date of Subrecipient Check: \_\_\_\_\_

Unit Cost of Item: \$ \_\_\_\_\_

Quantity \_\_\_\_\_

Total Cost of Item: \$ \_\_\_\_\_

Person Preparing This Form \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT E**

**LEASE AGREEMENT**

[Add If Applicable]

**ATTACHMENT F**

**PROPERTY USE REQUIREMENTS**

[Add If Applicable]

## **ATTACHMENT G**

### **HUD REGULATIONS**

***HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:***

#### **24 CFR Part 570:**

<https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/>

#### **OMB CIRCULARS**

##### **Title 2: Grants and Agreements**

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR  
FEDERAL AWARDS

[http://www.ecfr.gov/cgi-](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=HTML)  
[bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=HTML](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=HTML)

#### **GUIDE TO NATIONAL OBJECTIVES AND ELIGIBLE ACTIVITIES FOR CDBG ENTITLEMENT COMMUNITIES**

[https://www.hudexchange.info/resources/documents/CDBG\\_Guide\\_National\\_Objectives\\_Eligible\\_Activities.pdf](https://www.hudexchange.info/resources/documents/CDBG_Guide_National_Objectives_Eligible_Activities.pdf)

#### **CHAPTER 5: DETERMINING INCOME & CALCULATING RENT – HUD**

<https://www.hud.gov/sites/documents/43503c5HSGH.pdf>

#### **ATTACHMENT 5-1: INCOME INCLUSIONS AND EXCLUSIONS – HUD**

[https://www.hud.gov/sites/documents/DOC\\_35699.pdf](https://www.hud.gov/sites/documents/DOC_35699.pdf)



## **ATTACHMENT H**

### **INCOME INCLUSIONS/EXCLUSIONS**

Exhibit 5-1

4350.3 REV-1

#### **Exhibit 5-1: Income Inclusions and Exclusions**

##### **24 CFR 5.609(b) and (c)**

Examples included in parentheses have been added to the regulatory language for clarification.

#### **INCOME INCLUSIONS**

- (1) 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) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not 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, 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 paragraph (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) The full amount of periodic amounts 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 amount (e.g., Black Lung Sick benefits, Veterans Disability, Dependent Indemnity Compensation, payments to the widow of a serviceman killed in action). See paragraph (13) under Income Exclusions for an exception to this paragraph;\*\*
- (5) Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay, except as provided in paragraph (3) under Income Exclusions;
- (6) Welfare Assistance.
  - (a) Welfare assistance received by the family.
  - (b) 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 of welfare assistance income to be included as

## Exhibit 5-1

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income shall consist of:

- (c) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- (d) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (7) 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; and
- (8) All regular pay, special pay, and allowances of a member of the Armed Forces, except as provided in paragraph (7) under Income Exclusions.
- (9) For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph "financial assistance" does not include loan proceeds for the purpose of determining income.  
\*(Note: This paragraph also does not apply to a student who is living with his/her parents who are applying for or receiving Section 8 assistance.)\*

**INCOME EXCLUSIONS:**

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) 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) 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 paragraph (5) under Income Inclusions;
- (4) 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 a live-in aide, as defined in 24 CFR 5.403;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution (see Income Inclusions (9), above, for students receiving Section 8 assistance);
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (e.g., in the past, special pay included Operation Desert Storm);
- (8) (a) Amounts received under training programs funded by HUD (e.g., training received under Section 3);

## Exhibit 5-1

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- (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, child care, etc.) and which are made solely to allow participation in a specific program;
  - (d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the project. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident-initiative coordination. No resident may receive more than one such stipend during the same period of time; or
  - (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff person. 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) Temporary, nonrecurring, or sporadic income (including gifts);
  - (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (Examples include payments by the German and Japanese governments for atrocities committed during the Nazi era);
  - (11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
  - (12) Adoption assistance payments in excess of \$480 per adopted child;
  - (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
  - (14) 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;
  - (15) 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 the developmentally disabled family member at home; or
  - (16) 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 set forth in 24 CFR 5.609(c) apply. A notice will be published in the *Federal Register* and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

The following is a list of income sources that qualify for that exclusion:

- (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]);
- (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058) (employment through AmeriCorps, Volunteers in Service to America [VISTA], Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626[c]);
- (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624[f]);
- (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552[b]); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 [29 U.S.C. 2931], e.g., employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs, career intern programs, Americorps);
- (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- (i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056[f]), e.g., Green Thumb, Senior Aides, Older American Community Service Employment Program;
- (k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
- (l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- (m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- (n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991, including advanced earned income credit payments (26 U.S.C. 32[j]);
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- (p) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637[d]);

## Exhibit 5-1

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- (q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- (r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- (s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

**ATTACHMENT I**

**CDBG APPLICATION**

Agency's Application for 2024 CDBG Funding

Agency's application for funding on file at the Cobb County CDBG Program Office.

**ATTACHMENT J**  
**REQUIRED SUBRECIPIENT FORMS**

- Client File Checklist-Public Services
- Consent And Authorization To Disclose Information
- CDBG Monthly Expenditure Report
- CDBG Monthly Services Report
- Environmental Review Request Form
- Disclosure Of Information On Lead-Based Paint and/or Lead-Based Paint Hazards
- VAWA Lease Addendum
- Income Calculation Form
- Self-Declaration of Income
- Declaration of Zero Income
- Self-Employment Certification
- Documents Required for Reimbursement
- Reimbursement Cross Check Form
- Record-Keeping Checklist for Tracking Activities

Electronic copies have been provided to all subrecipient agencies. The forms can also be downloaded from the Cobb County CDBG Program Office website at <https://www.cobbcounty.org/cdbg/resources>.





## COBB COUNTY CDBG PROGRAM OFFICE

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Kimberly Roberts  
Managing Director



### CLIENT FILE CHECKLIST-PUBLIC SERVICES

- ☐ Client Application:
  - Name, Address, Phone Number, DOB, SSN, Citizenship Status, Ethnicity/Race, Gender, Length of Service
- ☐ Household Member(s) Information:
  - Name, DOB, SSN, Relationship to Application
  - Intake Date
- ☐ Intake Worker Signature & Verification
- ☐ Proof of US Citizenship or Legally Admitted Alien
  - Copy of State Issued ID
  - Copy of Social Security Cards for all household members over age 6.
  - Birth Certificates for all household members below the age 6.
- ☐ Proof of Cobb County Residency
  - Copy of State Issued ID, Utility Bill, Current Check Stub
  - Must clearly show a Cobb County address
- ☐ Required consent by applicant (24 CFR Part 5, Subpart B)
  - Each member of the family who is at least 18 years of age, and each family head and spouse regardless of age.
  - Required at initial evaluation & each recertification.
- ☐ Income Documentation for all household members over the age of 18 is required.
  - Inclusions: Earned Income, Interest/Dividend Income, Pension/Retirement Income, Unemployment & Disability Income, TANF/Public Assistance, Alimony/Child Support Income, Armed Forces Income
  - Exclusions: Income of Children, Inheritance/Insurance Income, Medical Expense Reimbursements, Income of Live-In Aides, Student Financial Aid, Armed Forces Hostile Fire Pay
- ☐ Sources of Income Verification

*Examples: Paycheck stubs (2 months), SSI award letters, pension account statements.*

- Third Party

*(Requests for verification from third parties must be accompanied by a Consent to Release form)*

- Written – a certified letter verifying the source of income.
- Source Documents (i.e. check stubs etc.

- Self-Declaration of Zero Income Form

- ☐ Calculating Income worksheet

- Analyze hourly, weekly or monthly income information as appropriate to calculate the annual income. Must include overtime pay.
- Compare against Current CDBG Income Limits
- Keep documentation in case file for both accepted and denied program participants
- Earned income is projected for the next 12 months
- Subrecipients may use the HUD Income Calculator found at:  
<https://www.hudexchange.info/incomecalculator> (Registration Required)

- ☐ Regulation: Anticipated annual income of all adults in the family should be determined by using **24 CFR 5.609** definition of annual income



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Kimberly Roberts  
Managing Director



### CONSENT AND AUTHORIZATION TO DISCLOSE AND USE CONFIDENTIAL INFORMATION

\_\_\_\_\_  
(Subrecipient Name)

\_\_\_\_\_  
(Client(s) Name)

\_\_\_\_\_  
(Subrecipient Address)

\_\_\_\_\_  
(Client(s) Address)

I/We the undersigned Client or, in the case of a minor, the parent or guardian, hereby voluntarily consent and grant permission:

- a. To the above-named person or entity to fully disclose, discuss with and release to a representative of Cobb County's CDBG Program Office any and all private, confidential, and other information and provide all documents necessary and useful in completing my/our application for federally funded services or for providing said service through the following program: Community Development Block Grant, HOME Investment Partnership Program, Community Service Block Grant or the Emergency Solutions Program.
- b. For the above named Subrecipient of grant funds to fully disclose, discuss with and release to the above named person or entity any and all information and documents necessary and useful to complete all applications or for providing said services.

I/We understand that the above named Subrecipient, representatives of the Cobb County CDBG Program Office, Cobb County Government, U.S. Department of Housing & Urban Development, U.S. Department Human Service, U.S. Office of Inspector General, and any other related agency will treat this information in a confidential manner. However, I/we voluntarily consent and grant permission to the Subrecipient and its representatives to use and fully disclose, discuss, and release any information to persons who have a need to know such information for my application of eligibility/evaluation for the provision of services through the grant programs. Unless revoked in writing delivered to Subrecipient, this Consent and Authorization will expire on the date that the client is no longer involved or enrolled in the Program. No revocation shall affect any action that has been taken in reliance on this Consent and Authorization. The recipient can rely on the presentation of this Authorization as proof that it has not expired or been revoked.

I/We understand that in order to enroll in or receive services through the Program, I/We must sign this Consent and Authorization. I/We certify that prior to signing this Consent and Authorization, I/we read it and understand all items and terms herein and that this Consent and Authorization is signed and given freely, voluntarily, and knowingly. A copy or facsimile of this Consent and Authorization shall be as valid as the original. I/We have received a copy of this form.

\_\_\_\_\_  
(Client, Parent, or Guardian Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Client, Parent, or Guardian Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Date)

**Privacy Act Notice.** Authority: The Privacy Act of 1974, as amended to present, including Statutory Notes (5 U.S.C. 552a). The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. It is the policy of the Department to protect the privacy of individuals to the fullest extent possible while nonetheless permitting the exchange of records required to fulfill the administrative and program responsibilities of the Department, and responsibilities of the Department for disclosing records which the general public is entitled to have under the Freedom of Information Act, 5 U.S.C. 552, and part 5 of this title.

**Purpose:** Your income and other information are being collected by HUD to determine your eligibility. **Other Uses:** HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.



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Kimberly Roberts  
Managing Director

### CONSENTIMIENTO Y AUTORIZACIÓN PARA DIVULGAR Y UTILICE INFORMACIÓN CONFIDENCIAL

\_\_\_\_\_  
(Nombre del subdestinatario)

\_\_\_\_\_  
(Nombre del cliente)

\_\_\_\_\_  
(Dirección del subdestinatario)

\_\_\_\_\_  
(Dirección del cliente)

Yo/Nosotros el Cliente abajo firmante o, en el caso de un menor, el padre o tutor, por la presente consiento voluntariamente y concedemos permiso:

- A la persona o entidad mencionada anteriormente para que divulgue, discuta y divulgue completamente a un representante de la Oficina del Programa CDBG del Condado de Cobb cualquier y toda la información privada, confidencial y de otro tipo y proporcione todos los documentos necesarios y útiles para completar mi / nuestra solicitud de servicios financiados con fondos federales o para proporcionar dicho servicio a través del siguiente programa: Subvención en bloque para el desarrollo comunitario, Programa de Asociación de Inversión HOME, Subvención en Bloque de Servicio Comunitario o el Programa de Soluciones de Emergencia.
- Para que el Subreceptor de fondos de subvención mencionado anteriormente divulgue, discuta y divulgue completamente a la persona o entidad mencionada anteriormente toda la información y documentos necesarios y útiles para completar todas las solicitudes o para proporcionar dichos servicios.

Yo/Nosotros entendemos que el Subreceptor mencionado anteriormente, representantes de la Oficina del Programa CDBG del Condado de Cobb, Gobierno del Condado de Cobb, EE. El Departamento de Vivienda y Desarrollo Urbano, el Departamento de Servicios Humanos de los Estados Unidos, la Oficina del Inspector General de los Estados Unidos y cualquier otra agencia relacionada tratarán esta información de manera confidencial. Sin embargo, yo/nosotros voluntariamente consiento y otorgamos permiso al Subreceptor y sus representantes para usar y divulgar, discutir y divulgar completamente cualquier información a las personas que necesitan conocer dicha información para mi solicitud de elegibilidad / evaluación para la prestación de servicios a través de los programas de subvenciones. A menos que se revoque por escrito entregado al Subdestinatario, este Consentimiento y Autorización expirarán en la fecha en que el cliente ya no esté involucrado o inscrito en el Programa. Ninguna revocación afectará ninguna acción que se haya tomado en base a este Consentimiento y Autorización. El destinatario puede confiar en la presentación de esta Autorización como prueba de que no ha expirado o ha sido revocada.

Yo/Nosotros entendemos que para inscribirme o recibir servicios a través del Programa, yo/Nosotros debemos firmar este Consentimiento y Autorización. Yo/Nosotros certificamos que antes de firmar este Consentimiento y Autorización, yo/nosotros lo leemos y entendemos todos los elementos y términos en este documento y que este Consentimiento y Autorización se firma y otorga libremente, voluntariamente y a sabiendas. Una copia o facsimil de este Consentimiento y Autorización será tan válida como el original. Yo/Nosotros hemos recibido una copia de este formulario.

\_\_\_\_\_  
(Firma del cliente, padre o tutor)

\_\_\_\_\_  
(Fecha)

\_\_\_\_\_  
(Firma del cliente, padre o tutor)

\_\_\_\_\_  
(Fecha)

\_\_\_\_\_  
(Firma del testigo)

\_\_\_\_\_  
(Fecha)

**Aviso de la Ley de Privacidad. Autoridad:** La Ley de Privacidad de 1974, modificada hasta el presente, incluidas las Notas Estatutarias (5 U.S.C. 552a). El Departamento de Vivienda y Desarrollo Urbano (HUD) está autorizado a recopilar esta información por la Ley de Vivienda de los Estados Unidos de 1937 (42 U.S.C. 1437 et. seq.), el Título VI de la Ley de Derechos Civiles de 1964 (42 U.S.C. 2000d), y por la Ley de Vivienda Justa (42 U.S.C. 3601-19). La Ley de Vivienda y Desarrollo Comunitario de 1987 (42 U.S.C. 3543) requiere que los solicitantes y participantes presenten el Número de Seguro Social de cada miembro del hogar que tenga seis años o más. Es política del Departamento proteger la privacidad de las personas en la mayor medida posible, permitiendo al mismo tiempo el intercambio de registros necesarios para cumplir con las responsabilidades administrativas y programáticas del Departamento, y las responsabilidades del Departamento para divulgar registros que el público en general tiene derecho a tener en virtud de la Ley de Libertad de Información. 5 U.S.C. 552, y parte 5 de este título.

**Propósito:** HUD recopila sus ingresos y otra información para determinar su elegibilidad. Otros usos: HUD utiliza sus ingresos familiares y otra información para ayudar a administrar y monitorear los programas de vivienda asistida por HUD, para proteger los intereses financieros del gobierno y para verificar la exactitud de la información que proporciona. Esta información puede divulgarse a las agencias federales, estatales y locales apropiadas, cuando corresponda, y a investigadores y fiscales civiles, penales o reguladores. Sin embargo, la información no se divulgará ni divulgará fuera de HUD de ninguna otra manera, excepto según lo permita o exija la ley. Dar los números de Seguro Social de todos los miembros del hogar de seis años de edad y mayores es obligatorio, y no proporcionar los números de seguro social afectará su elegibilidad. El hecho de no proporcionar la información solicitada puede resultar en un retraso o rechazo de su aprobación de elegibilidad.



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Kimberly Roberts  
Managing Director

NAME OF AGENCY: \_\_\_\_\_  
MONTH/YEAR REPORT: \_\_\_\_\_

### CDBG MONTHLY EXPENDITURE REPORT

TYPE OF EXPENSE	APPROVED BUDGET	EXPENSES [THIS MONTH]	CUMULATIVE EXPENSES	BALANCE
<b>I. Personnel</b>				
Salaries & Wages	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Consultants & Contract Services	\$	\$	\$	\$
<b>Subtotal</b>	\$	\$	\$	\$
<b>II. Non-Personnel</b>				
Space Costs	\$	\$	\$	\$
Rental, Lease, or Purchase of Equipment	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Consumable Supplies	\$	\$	\$	\$
Other Costs	\$	\$	\$	\$
<b>Subtotal</b>	\$	\$	\$	\$
<b>III. Architectural/ Engineering Design</b>	\$	\$	\$	\$
<b>IV. Acquisition of Real Property</b>	\$	\$	\$	\$
<b>V. Construction/ Rehabilitation</b>	\$	\$	\$	\$
<b>VI. Other (Explain)</b>	\$	\$	\$	\$
<b>Subtotal</b>				
<b>TOTAL COSTS</b>	\$	\$	\$	\$

#### PROGRAM INCOME REPORTING

Service fees charged to program participants by organizations utilizing CDBG funds for operating costs is considered CDBG Program Income and must be reported. Monthly earned program income should be prorated to reflect the percentage of CDBG investment and deducted from the Subrecipients monthly reimbursement request.

#### CALCULATING PERCENT OF PROGRAM INCOME FROM CDBG ACTIVITIES

Current year's CDBG Allocation divided by Organization's Annual Operating Budget equals Percent of Program Income attributed from CDBG activities

CDBG Award: \_\_\_\_\_ / Annual Operating Budget \_\_\_\_\_ = \_\_\_\_\_ %  
(This percentage is calculated annually)

Percent of Program Income attributed from CDBG activities multiplied by Monthly Amount of Client Fees Generated equals the amount of Program Income deducted from reimbursement

% of Fees: \_\_\_\_\_ x Client Fees Generated this month: \_\_\_\_\_ =

Program Income Deduction: \_\_\_\_\_

**TOTAL REIMBURSEMENT AMOUNT:**

\$

Authorized Signature/Date

CDBG Authorize Signature/Date



## **CDBG MONTHLY SERVICES REPORT** **PROGRAM YEAR 2024**

### **CDBG MONTHLY SERVICE REPORT: INSTRUCTIONS**

**CDBG Monthly Service Reports are due by the 15<sup>th</sup> of every month.  
Please follow the instructions below for an accurate report submission.**

**1. Section 1: Report each new client based on the household's annual median income percentage.**

- 1) The first column in Section 1 lists the income percentage categories, which are defined in the chart provided. You will utilize this first column and the income limit chart to decipher which income category the client falls under based on their verified income.
- 2) In the second column, report the total number of new clients served during this month based on the income documentation that has been verified by your organization.
- 3) In the third column, report the cumulative number of clients served during this Program Year.
- 4) In the fourth column, report the total number of new families/households served during this month based on their verified income.
- 5) In the fifth column, report the cumulative number of families/households served during this Program Year. This number should match the number of client files that are kept for this Program Year.

**2. Section 2: Report each individual client served based on their race and ethnicity.**

- 1) The first column in Section 2 lists each race category. You will utilize this first column and the client's self-identified race to decipher which category the client falls under.
- 2) In the second column, report all new Hispanic/Latino clients served during this reporting period based on their self-identified race.
- 3) In the third column, report all new Non-Hispanic/Non-Latino clients served during this reporting period based on their self-identified race.
- 4) In the fourth column, total all new clients served during this reporting period based on their self-identified race.
- 5) In the fifth column, report the cumulative total of clients served during this Program Year.

**3. Section 3: Report each individual client served based on their gender.**

- 1) In the second column in Section 3, report all new Male clients served during the reporting period.
- 2) In the third column, report all new Female clients served during this reporting period based.
- 3) In the fourth column, total all new clients served during this reporting period based on their gender.
- 4) In the fifth column, report the cumulative total of clients served during this Program Year.

**4. Section 4: Report each individual client served that lives in a Female-Headed Household.**

- 1) In the first column in Section 4, report all new clients served during this reporting period who live in a Female-Headed Household.
- 2) In the second column, report the cumulative total of clients served during this Program Year who live in a Female-Headed Household.

**5. Section 5: Report each individual client that is eligible under one of the CDBG presumed benefit categories.**

**DO NOT** complete this section unless one of these categories was used to qualify your activity for CDBG funding.

- 1) The first column in Section 5 lists the six CDBG presumed benefit categories.
- 2) In the second column, report the total number of new clients served during this reporting period based on their eligible presumed benefit category.
- 3) In the third column, report the cumulative total of clients served for each category during this Program Year.

**The total number of new clients must be consistent throughout this report.**

**The cumulative total of clients served for this Program Year also must be consistent throughout this report.**

## CDBG MONTHLY SERVICES REPORT PROGRAM YEAR 2024

<b>Agency Name:</b>
<b>Activity Name:</b>
<b>Submitted by:</b>
<b>Month/Year of Submission:</b>

### CDBG MAXIMUM HOUSEHOLD INCOME LIMITS FY2023 Income Limits Effective: June 15, 2023

Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$21,500	\$35,750	\$57,200
2	\$24,550	\$40,850	\$65,350
3	\$27,600	\$45,950	\$73,500
4	\$30,650	\$51,060	\$81,650
5	\$33,150	\$55,150	\$88,200
6	\$35,600	\$59,250	\$94,750
7	\$38,050	\$63,350	\$101,250
8	\$40,500	\$67,400	\$107,800

\*Source: U.S. Department of Housing & Urban Development (HUD)



### NEW CLIENTS SERVED THIS MONTH

1. New Clients and Households Served – Reported by Median Household Income	New Clients Served this Month	Cumulative Total of Clients Served this Year	New Households Served this Month	Cumulative Total of Households Served this Year
Extremely Low Income (0%-30% Median Household Income)				
Very Low Income (31%-50% Median Household Income)				
Low Income (51%-80% Median Household Income)				
<b>Total of CDBG Eligible Clients</b>				
Over 80% Median Household Income (Non CDBG Eligible)				
<b>Total Clients Served</b>				
<b>Calculate Percentage of CDBG Eligible Clients</b>	%	%	%	%
2. New Clients Served – Reported by Race/Ethnicity	New Hispanic/Latino Clients	New Non-Hispanic/Latino Clients	Total New Clients Served this Month	Cumulative Total Served this Year
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other/Multi-Racial				
<b>TOTAL</b>				
3. New Clients Served – Reported by Gender	New Male Clients	New Female Clients	Total New Clients Served this Month	Cumulative Total Served this Year
<b>TOTAL</b>				
4. New Female Head of Households				
5. Presumed Benefit Categories – Only Complete This Section if a Category is Used to Qualify your Activity for CDBG Funding			New Clients Served This Month	Cumulative Total Served this Year
Elderly - Age 62 and Older - Number of New Clients Served				
Adults with Disabilities - Number of New Clients Served				
Homeless Persons - Number of New Clients Served				
Abused Spouses - Number of New Clients Served				
Abused/Neglected Children - Number of New Clients Served				
<b>TOTAL</b>				

**Provide a list of clients/families that were served during the reporting period (if there is not enough room in the text box below, please attach a separate list):**

**Provide a description of significant events and activities during the reporting period:**

---

**CDBG Subrecipient Signature/Title**

**Date Signed**

---

**Signature – Reviewed/Approved**

**Date Signed**

**Cobb County CDBG Program Office**



## COBB COUNTY CDBG PROGRAM OFFICE

192 Anderson Street, Suite 150  
Marietta, Georgia 30060  
Phone: (770) 528-1455 Fax: (770) 528-1466  
www.cobbcounty.org/cdbg



Kimberly Roberts  
Managing Director

### ENVIRONMENTAL REVIEW REQUEST FORM

**SUBRECIPIENT MAY NOT UNDERTAKE ANY ACTIVITY WITH HUD OR NON-HUD FUNDS WITHOUT A COMPLETED ENVIRONMENTAL REVIEW.**

**Date of Request:** Click or tap to enter a date. **Organization/Name of Person:** Click or tap here to enter text.

**Funding Source:** ☐CDBG ☐CDBG-CV ☐HOME ☐ESG ☐ESG-CV ☐COC

**Project Address:** Click or tap here to enter text.

#### PROPOSED PROJECT TYPE

☐DPA ☐TBRA ☐Rental Assistance ☐Mortgage Assistance ☐Utility Assistance ☐Supportive Services

☐Operating Costs ☐Acquisition (Property) ☐Demolition ☐New Construction ☐Rehabilitation

**Estimated Proposed Project Cost: \$** Click or tap here to enter text.

**Total HUD Funded Amount: \$** Click or tap here to enter text.

#### COMPLETE THE SECTION BELOW FOR ACQUISITION, DEMOLITION, NEW CONSTRUCTION, REHAB PROJECTS ONLY.

**Is this vacant/undisturbed land?** ☐Yes ☐No ☐N/A

*If proposed activity results in ground disturbance, please provide a description (Include a description of all horizontal and vertical ground disturbance, such as haul roads, cut or fill areas, excavations, landscaping activities, ditching, utility burial, grading, water tower construction, etc., as applicable):* Click or tap here to enter text.

**If existing property: # Bedrooms:      # Baths:      Sq. Ft.:      Year Built:**

**If new construction: # Bedrooms:      # Baths:      Sq. Ft.:**

#### Required Attachments

☐Detailed scope work

☒Site Plan

☐Photographs of the property, include views of the front, back, right, left and property to the left, right, across the street and street views left and right

☐Soil Surveys, if completed

☐Engineer/Architect Environmental Assessment, if completed

#### For CDBG Program Office Use Only:

ER Prepared by: \_\_\_\_\_

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

Date Approved ER Uploaded: \_\_\_\_\_

Date Completed ER Sent to Subrecipient: \_\_\_\_\_

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

### Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgment (initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

### Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

**VIOLENCE, DATING VIOLENCE  
OR STALKING**U.S. Department of Housing  
and Urban Development  
Office of HousingOMB Approval No. 2502-0204  
Exp. 6/30/2017**LEASE ADDENDUM****VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant\_\_\_\_\_  
Date



**COBB COUNTY  
CDBG PROGRAM OFFICE**

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Marietta, Georgia 30060  
Phone: (770) 528-1455 Fax: (770) 528-1466  
[www.cobbcounty.org/cdbg](http://www.cobbcounty.org/cdbg)



**Kimberly Roberts**  
*Managing Director*

## Income Calculation Form

**Name:** \_\_\_\_\_

**Family Size:** \_\_\_\_\_

GROSS INCOME FROM WAGES							
Name:		Name:		Name:		Name:	
Age:		Age:		Age:		Age:	
Employer:		Employer:		Employer:		Employer:	
Pay Date	Gross Pay	Pay Date	Gross Pay	Pay Date	Gross Pay	Pay Date	Gross Pay
Total	\$0.00	Total	\$0.00	Total	\$0.00	Total	\$0.00
Monthly Income	0.00	Monthly Income	0.00	Monthly Income	0.00	Monthly Income	0.00
Months Per Year	12	Months Per Year	12	Months Per Year	12	Months Per Year	12
Annual Income	\$0.00	Annual Income	\$0.00	Annual Income	\$0.00	Annual Income	\$0.00

INCOME FROM OTHER SOURCES							
Name:		Name:		Name:		Name:	
Age:		Age:		Age:		Age:	
Source:		Source:		Source:		Source:	
Pay Date	Amount	Pay Date	Amount	Pay Date	Amount	Pay Date	Amount
Monthly Income	0.00	Monthly Income	0.00	Monthly Income	0.00	Monthly Income	0.00
Months Per Year	12	Months Per Year	12	Months Per Year	12	Months Per Year	12
Annual Income	\$0.00	Annual Income	\$0.00	Annual Income	\$0.00	Annual Income	\$0.00

<b>Wages Income</b>	\$0.00
<b>Other Source Income</b>	\$0.00
<b>Household Total</b>	<b>\$0.00</b>

FY 2023 Income Limits Summary			
Effective 06/15/2023			
Cobb County, Georgia			
Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income
1	\$21,500	\$35,750	\$57,200
2	\$24,550	\$40,850	\$65,350
3	\$27,600	\$45,950	\$73,500
4	\$30,650	\$51,060	\$81,650
5	\$33,150	\$55,150	\$88,200
6	\$35,600	\$59,250	\$94,750
7	\$38,050	\$63,350	\$101,250
8	\$40,500	\$67,400	\$107,800

Source: U. S. Department of Housing and Urban Development (HUD) [www.huduser.gov](http://www.huduser.gov)

Income Verification Completed By: \_\_\_\_\_ Date: \_\_\_\_\_



**Self-Declaration of Income**

CDBG Applicant Name: \_\_\_\_\_

This is to certify the income status for the above named individual. Income includes but is not limited to:

- The full amount of gross income earned before taxes and deductions.
- The net income earned from the operation of a business, i.e., total revenue minus business operating expenses.  
This also includes any withdrawals of cash from the business or profession for your personal use.
- Monthly interest and dividend income credited to an applicant's bank account and available for use.
- The monthly payment amount received from Social Security, annuities, retirement funds, pensions, disability and other similar types of periodic payments.
- Any monthly payments in lieu of earnings, such as unemployment, disability compensation, SSI, SSDI, and worker's compensation.
- Monthly income from government agencies excluding amounts designated for shelter, and utilities, WIC, food stamps, and childcare.
- Alimony, child support and foster care payments received from organizations or from persons not residing in the dwelling.
- All basic pay, special day and allowances of a member of the Armed Forces excluding special pay for exposure to hostile fire.

Check only one box and complete only that section

Source: \_\_\_\_\_ Amount: \_\_\_\_\_ Frequency: \_\_\_\_\_

Source: \_\_\_\_\_ Amount: \_\_\_\_\_ Frequency: \_\_\_\_\_

Source: \_\_\_\_\_ Amount: \_\_\_\_\_ Frequency: \_\_\_\_\_

CDBG Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I certify, under penalty of perjury, that I do not have any income from any source at this time.

CDBG Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CDBG Staff Verification \*this section MUST be completed.**

I understand that third-party verification is the preferred method of certifying income for CDBG assistance. I understand self-declaration is only permitted when I have attempted to but cannot obtain third party verification.

*Documentation of attempt made for third-party verification:*

CDBG Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Declaration of Zero Income**

I, \_\_\_\_\_, have been unemployed since \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month / Day / Year

and do not have any source of income at this time.

The last place that I worked was:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & ZIP Code

I am \_\_\_ a) not eligible for unemployment benefits. (State Reason)

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

b) eligible for unemployment benefits but have not received a check yet.

I am unable to work because:

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

My household expenses (food, utilities, rent, etc.) are currently being paid by:

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

Collateral Contact: Please list one person not living with you that can be contacted to verify that you are not employed and have no source of income to meet your expenses.

_____ Name	_____ Home Phone Number
_____ Address	_____ Work Phone Number
_____ City, State & ZIP Code	

I understand that if any or all of the information which I have given is found to be invalid or falsified, that I can and will be required to repay the State of Georgia for all goods and services rendered to me during and under this program.

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Worker's Signature

\_\_\_\_\_  
Date

**Self-Employment Certification**

I, (your name) \_\_\_\_\_, certify that I am self-employed. Based on my previous and planned self-employment activities, I anticipate my income for the next 12 months will be \$\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### **Documents Required for Reimbursement**

Email reports to: [cobbcdbgpayers@cobbcountycdbg.com](mailto:cobbcdbgpayers@cobbcountycdbg.com)

- ☐ Monthly Expenditure Report must be signed by Executive Director/ Program Director
- ☐ **A summary page detailing each line item in the reimbursement request is a requirement for each monthly expense report.**
- ☐ Monthly Expenditure Report must identify the amount of reimbursement requested and show cumulative expenses and remaining balance
- ☐ Itemized list of program supplies and amounts (this sheet should be submitted in the reimbursement packet and should include check numbers, type of expense, expense amount, date of transaction, corresponding invoice number, etc.
- ☐ Copies of receipts for requested reimbursement. \*\*Receipt dates must correspond with monthly reimbursement request. \*\*\*
- ☐ Documentation which identifies supplies paid in advance by the organization. Documents can include Copy of Checks [Front/Back Copies of Checks 90 days or older], Organizational Bank Statements or Credit Card Statements.
- ☐ If requesting reimbursement for staff costs, payroll journals, and timesheets documenting actual hours worked administering program activities must be submitted with the reimbursement request. It must contain the employee and direct supervisor signatures. Proof of payment to the employee is also required; Copy of Checks [Front/Back Copies of Checks 90 days or older], or Organizational Bank Statements.
- ☐ Monthly Narrative, or Programmatic Report not to exceed one page in length.

### **Reminders**

- Other than signatures and timesheets, hand-written documentation is prohibited.
- Do not combine months if you are submitting two or more at the same time.
- The Programmatic Report and Expenditure Report are due by the 15th of each month.

## Reimbursement Cross Check Form

**Subrecipient Name:**

Date Submitted:

[illegible]

### Record-Keeping Checklist for Tracking Activities

This form should be initiated when Cobb County awards a subgrant to a Subrecipient

Date Checklist Last Updated: \_\_\_\_\_

Documents to be Maintained	Document Source		Status	
	Source	Date	Complete?	Location
<b>Project Application</b>			<b>Y</b> <b>N</b>	
<input type="checkbox"/> Original Application	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Amendments to Application	<input type="checkbox"/> Subrecipient/Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Approval of Amendments	<input type="checkbox"/> Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Notice of Award	<input type="checkbox"/> Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Subrecipient/Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<b>Pre-Award Documentation</b>			<b>Y</b> <b>N</b>	
<input type="checkbox"/> Articles of Incorporation/Bylaws	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Non-profit Determination	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> List of Board of Directors	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Authorization to Request Funds	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Authorized Official	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Organizational Chart	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Résumés of Chief Admin. and Chief Fiscal Officers	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Financial Statement and Audit	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Conflict of Interest Statement	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Plan for Compliance with National Objectives	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Lobbying Statement	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<b>Subrecipient Agreement</b>			<b>Y</b> <b>N</b>	
<input type="checkbox"/> Subgrant/Subaward Amount	<input type="checkbox"/> Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Date of Subgrant/Subaward	<input type="checkbox"/> Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Statement of Work	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Budget by Task/Activity	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Schedule by Task/Activity	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Standard Provisions Included?	<input type="checkbox"/> Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Amendments (Dates)	<input type="checkbox"/> Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____

Documents to be Maintained	Document Source		Status	
	Source	Date	Complete?	Location
<b>Financial Records</b>			<b>Y</b> <b>N</b>	
<input type="checkbox"/> Current Approved Budget	<input type="checkbox"/> Subrecipient/Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Authorization Letter/Signatures	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Financial Management Systems (accounting books, software, reporting systems)	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Chart of Accounts	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> List of Source Documents to be Maintained	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Financial Status Report (total budget, amount expended, unliquidated obligations, unobligated balance)	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Drawdown Request Forms	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Drawdown Request Reports	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Executed Contracts/Bid Docs	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Board Minutes for Approval of Contracts or Bids	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Copy of Most Recent Audit Report	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Certification of Insurance Coverage/Bonding	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> CDBG Payroll Records	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Certified Construction Payroll Records (Davis-Bacon applicable)	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Approved Cost Allocation Plan	<input type="checkbox"/> Subrecipient/Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Relevant Financial Correspondence	<input type="checkbox"/> Subrecipient/Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<b>Project Monitoring and Control</b>			<b>Y</b> <b>N</b>	
<input type="checkbox"/> Completed Monitoring Reports	<input type="checkbox"/> Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> National Objectives Documentation	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Eligible Activities Documentation	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Activity Status Report (scope, cost, schedule/actual vs. agreement)	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Drawdown Requests/Reports	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Subrecipient Staffing	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Meeting Minutes	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Telephone Log/Notes	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____

Documents to be Maintained		Document Source		Status	
		Source	Date	Complete?	Location
<input type="checkbox"/>	HUD Monitoring Results	<input type="checkbox"/> HUD/Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/>	Real Property Inventory, Management and Change of Use	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/>	Anti-discrimination, Fair Housing, EEO, ADA/504 Certifications	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/>	Procurement, Bonding, Insurance	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/>	Labor Standards	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/>	Acquisition, Displacement, Relocation, Replacement Housing	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/>	Environmental Review	<input type="checkbox"/> Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/>	Loan Status Reports (Economic Development, Rehabilitation)	<input type="checkbox"/> Subrecipient/Grantee	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/>	Administrative Activities	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/>	Flood Insurance Purchase	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<b>Other Project/Activity Files</b>				<b>Y</b> <b>N</b>	
<input type="checkbox"/>	Plans and Specs (rehabilitation, historic preservation)	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/>	Orientation and Training	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____
<input type="checkbox"/>	Special Case Records	<input type="checkbox"/> Subrecipient	_____	<input type="checkbox"/> <input type="checkbox"/>	_____



**Attachment K**  
**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENCY'S ORGANIZATION: \_\_\_\_\_

**PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Attachment L**  
**DEBARMENT/SUSPENSION CERTIFICATION**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility a Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment M**  
**SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT**  
**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b).

The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**Attachment N**  
**GENERAL ASSURANCES**

The Contractor and Subrecipient shall comply with the following requirements:

**I. IMMIGRATION COMPLIANCE**

**(a) INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.**

The Owner acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above provisions of this Agreement shall be considered a material breach and shall be grounds for immediate termination of the Agreement.

**(b) GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006.**

The Owner acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02.

- A. That affidavits in the required form be executed from the Owner (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of any Owner contract and/or subcontract;
- B. That the Owner (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under this Agreement or subcontract which is to be paid for with County funds;
- C. That the Owner (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier to be paid for with County funds;
- D. That the Owner be responsible for obtaining and providing to the COUNTY the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" required under the County "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under this Agreement prior to the commencement of any work under the contract or any subcontract;
- E. That County reserves the right to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. §13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
- F. That Owner and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that the County reserves the right to require the Owner to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
- G. That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures;

failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the Agreement) shall constitute a material breach of the Agreement and shall entitle the County to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements or entitle the County to terminate this Agreement;

- H. That upon notice of a material breach of these provisions, the Owner (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the Agreement, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

(c) S.A.V.E VERIFICATION O.C.G.A. § 50-36-1 et seq.

The Owner acknowledges and agrees as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cobb County that the Owner shall comply with all requirements, including but not limited to, executing a S.A.V.E. affidavit with respect to this agreement.

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Signature - Subrecipient

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Typed Name - Subrecipient

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Title

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Signature Date

**ATTACHMENT O****PERSONALLY IDENTIFIABLE INFORMATION (PII) CONTRACTOR ACKNOWLEDGMENT AND AGREEMENT****Definitions of Personally Identifiable Information (PII) and Sensitive PII**

Personally identifiable information (PII) is any information that permits the identity of an individual to be directly or indirectly inferred, including any information which is linked or linkable to that individual regardless of whether the individual is a U.S. citizen, lawful permanent resident, visitor to the U.S., or employee or contractor for the Subrecipient.

Sensitive PII is PII, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

**Acknowledgment And Agreement**

I attest that I understand my responsibility to safeguard PII, including Sensitive PII; and, that I am familiar with and agree to comply with the standards for handling and protecting PII. I also agree to report the potential loss, theft, improper disclosure or compromise of PII. I acknowledge that I have received proper training regarding the procedures for safeguarding PII, and that I am aware of protocols should PII be potentially lost, stolen, improperly disclosed or compromised.

I further understand that my failure to act in accordance with my responsibilities outlined above may result in removal of system access, reassignment to other duties, criminal or civil prosecution, or termination if I am found responsible for an incident involving the loss, theft, unauthorized or improper disclosure or compromise of PII or Sensitive PII.

Organization: \_\_\_\_\_

Executive Director Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



## **Attachment P**

### **Conflict of Interest Policy and Certification**

The Subrecipient and the County certify that the provisions of the Official Code of Georgia Annotated, 45-10-20 through 45-10-28, as amended. The Subrecipient shall file with the County the signed Conflict of Interest Policy.

#### **Non-Competitive Activity:**

No person who is an employee, agent, consultant, and officer, elected or appointed official of a Subrecipient who receives CSBG funds should engage in any activities that are or may be perceived as non-competitive, including but not limited to the following activities:

- Agreeing with a competitor to share market segments or regions; to set prices or terms of a sale; or to boycott a third party;
- Discussing production quantity with a competitor;
- Making false or misleading statements about a competitor's products or services.

No person who is an employee, agent, consultant, officer, elected or appointed official of a Subrecipient who receives CSBG funds should engage in any activities that interfere or may be perceived as interfering with an existing contract or project between a customer (or potential customer) and a competitor.

Examples of such activities include, but are not limited to, making disparaging remarks to the customer about the competitor's performance for the customer with the intention of inducing the customer to terminate its contract with the competitor in favor of the company.

#### **Political Contributions:**

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient may not use company assets or CSBG funds to make political contributions to candidates running for a political office (i.e., in a federal, state or local election). Examples of prohibited contributions may include, but are not limited to cash, gifts, loans, tickets, or trips.

Conflict of Interest:

#### **The Subrecipient agrees to abide by the following provisions:**

No covered persons who exercise or have exercised any functions or responsibilities with respect to CSBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CSBG-assisted activity, or with respect to the proceeds from the CSBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

#### **Confidential Information:**

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient may not disclose to a third party the confidential information of the company or the company's customers. Such information may include, but is not limited to, company procedures, processes, financial information, business plans and customer lists.

#### **Violation of Policy:**



Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient who violate this policy will be subject to discipline that may include suspension or termination and loss of CSBG funds.

Employees etc. who become aware of any apparent violations of this policy should notify their department managers, who in turn, should notify the CSBG Program Office.

### **CONFLICT OF INTEREST CERTIFICATION**

#### **TO BE COMPLETED BY THE SUBRECIPIENT:**

The \_\_\_\_\_ certifies that we have read and disseminated the CSBG Conflict of Interest Policy. In addition, we hereby certify the following (check one):

☐ To the best of our knowledge and belief, we do not presently have any conflicts of interest that might interfere with any CSBG assisted activity.

☐ We have an actual or potential conflict of interest and have described the parties, activities, and/or situation to the best of my ability below:

EXPLANATION:

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

(Subrecipient Executive Director or Board Chair)

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