

**APPENDIX TO CDBG CERTIFICATIONS
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.

EXHIBIT 2

SCOPE OF SERVICES

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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

<u>Activity Name(s):</u>	<u>Activity Number:</u>	<u>Amount:</u>
Administrative & Planning Activities	CD15-C15SA-A	\$41,023.40
Public Facilities	CD15-C15S8-F	\$164,093.65
Total PY2015		\$205,117.05

The total PY 2015 CDBG budget for this activity shall not exceed \$205,117.05. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 31, 2016. The activity shall be completed by March 31, 2016. After that date, Cobb County reserves the right to recapture the funds for use on other eligible projects. A detailed budget and construction schedule must be submitted with this agreement when completed.

PY2015 Projects are due to the CDBG Program Office by Friday, January 2, 2015.

GENERAL REQUIREMENTS:

Performance Measurement Outputs for Low/Mod Persons Served over the next Five Years: [except Project Service Area (PSA) Projects]

1st Year – 2015:

2nd year – 2016:

3rd year – 2017:

4th year – 2018:

5th year – 2019:

Requests for any reimbursement of the Cobb County CDBG funded Program shall be submitted to the Cobb County CDBG Program Office, with copies of procurement documentation, invoices from vendors, and copies of check(s) issued by the Subrecipient to pay such expenses.

The Subrecipient shall develop and maintain property records which are compliant with the requirements described in 24 CFR 84.34 [the "Common Rule"], including procedures for property disposition. If the Subrecipient disposes of the real property and/or non-real property after their useful lives, the procedures outlined in 24 CFR 84.34 shall govern the process for disposition and any use of any revenues derived from the disposition.

No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity.

Reporting Requirements:

Monthly Services Reports [see the form which follows] shall be filed with the Cobb County CDBG Program Office beginning with the 1st 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.

EXHIBIT 3
MONTHLY REPORTS &
NON-REAL PROPERTY REPORTS

CDBG PROGRAM OFFICE		
MONTHLY SERVICES REPORT		
[SUBMIT BY 15 TH CALENDAR DAY FOR EACH PRIOR MONTH]		
Month/Year of this Report:		
Agency Name:		
Activity Name: :	HUD IDIS Number:	
Name of Person Submitting Report: :	Activity Number:	
Date Submitted:	Telephone Number:	
New Persons Served This Month		
<p><i>Note: All persons served are to be reported only during the 1st month they are served during the January - December Program Year, and not reported again during that Program Year.</i></p>		
1. <u>New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income</u>		Number of Persons Served
A. New persons served [Extremely Low Income - 0%-30% Median Family/Household Income]		
B. New persons served [Very Low Income - 31%-50% Median Family/Household Income]		
C. New persons served [Low Income - 51%-80% Median Family/Household Income]		
D. New persons served [Over 80% Median Family/Household Income]		
E. Total New persons served		

2. Number of New Persons Served - As Identified by Each Individual - Listed by Race/Sex/Ethnicity			
Race by Gender	Male	Female	Total
(1) White			
(2) Black/African-American			
(3) Asian			
(4) American Indian/Alaskan Native			
(5) Native Hawaiian/Other Pacific Islander			
(6) American Indian/Alaskan Native & White			
(7) Asian & White			
(8) Black/African-American & White			
(9) American Indian/Alaskan Native & Black/African-American			
(10) Other Multi-Racial			
(11) Totals			
Race by Ethnicity	Hispanic or Latino	Nom-Hispanic or Non-Latino	Total
(1) White			
(2) Black/African-American			
(3) Asian			
(4) American Indian/Alaskan Native			
(5) Native Hawaiian/Other Pacific Islander			
(6) American Indian/Alaskan Native & White			
(7) Asian & White			
(8) Black/African-American & White			
(9) American Indian/Alaskan Native & Black/African-American			
(10) Other Multi-Racial			
(11) Totals			
3. Number of New Female-Headed Households Served This Month-----→			
4. Presumed Benefit Groups Served - Use Only the Category Used to Qualify Your Activity for CDBG funding			
A. Elderly - Age 62 and Older - Number of New Persons Served			
B. Adults With Disabilities - Number of New Persons Served			
C. Homeless Persons - Number of New Persons Served			
D. Abused Spouses - Number of New Persons Served			
E. Abused/Neglected Children - Number of New Persons Served			

Submit to: Cobb County CDBG Program Office
 121 Haynes Street, Marietta, GA, 30060
 FAX: 770-528-1566 Telephone: 770-528-1562

CDBG MAXIMUM HOUSEHOLD INCOME LIMITS [COBB COUNTY, GEORGIA]

PY2015 Income Limits

Effective December 18, 2013

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$13,550	\$22,550	\$36,050
2	\$15,450	\$25,800	\$41,200
3	\$17,400	\$29,000	\$46,350
4	\$19,300	\$32,200	\$51,500
5	\$20,850	\$34,800	\$55,650
6	\$22,400	\$37,400	\$59,750
7	\$23,950	\$39,950	\$63,900
8	\$25,500	\$42,550	\$68,000
Ea. Additional Member	Extremely Low 30%	+ \$2,850	+\$4,550

*Source: U.S. Department of Housing & Urban Development [HUD] Extremely Low Income = 30% of Median Household Income
 Very Low Income = 50% of Median Household Income Low Income = 50% - 80% of Median Household Income

COBB COUNTY CDBG PROGRAM OFFICE MONTHLY INVESTMENT EFFICIENCY REPORT [SUBMIT BY 15TH CALENDAR DAY FOR EACH PRIOR MONTH]				
Month/Year of this Report:				
Agency Name:		Telephone Number:		
Project Description:				
Name of Person Submitting Report: :				
Date Submitted:				
<u>NEW JOBS CREATED/RETAINED THIS MONTH</u>				
Note: All jobs created or retained are to be reported only during the month they are created or retained during the January – December Program Year, and not reported again during that Program Year.				

Jobs Created/Retained	# Jobs Created	Jobs Created – Annualized Total of Salaries/Benefits	# Jobs Retained	Jobs Retained- Annualized Total of Salaries/Benefits
Full – Time				
Subrecipient				
Contractor				
Subcontractors				
Architect/Engineer				
Total Full - Time				
Part - Time				
Subrecipient				
Contractor				
Subcontractors				
Architect/Engineer				
Total Part - Time				
<u>NEW NON-CDBG INVESTMENTS THIS MONTH</u>				
NOTE: All expenditures during the month by the Subrecipient on the CDBG project/activity that have not been or will not be reimbursed from CDBG funds are to be reported only during the month they were incurred.				
Non-CDBG Investments	Governmental Funds Expended	Private Funds Expended	Total Expenditures	
Subrecipient				

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: 2015

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: _____

EXHIBIT 4

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 5

LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add If Applicable]

EXHIBIT 7

HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

24 CFR Part 570:

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl

24 CFR Part 85 –States:

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr85_main_02.tpl

24 CFR Part 84-NonProfits

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr84_main_02.tpl

**EXHIBIT 8
CDBG APPLICATION
[INSERT HERE]**

EXHIBIT 9
CDBG BUDGET
[INSERT HERE]

EXHIBIT 10
IMMIGRATION COMPLIANCE
[INSERT HERE]

EXHIBIT 10

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.

Signature - Subrecipient

Typed Name - Subrecipient

Title

Signature Date

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
E-VERIFY

Senate Bill 529 is the "Georgia Security and Immigration Compliance Act" of 2006 (Act 457). Section 2 of SB 529 enacted new work eligibility verification requirements that apply to Georgia's public employers, and the contractors and subcontractors of Georgia's public employers. Under Section 2 of SB 529, "Public Employers, Their Contractors and Subcontractors are Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program".

The new rules designate the "Employment Eligibility Verification (EEV) / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at <https://e-verify.uscis.gov/enroll>.

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. 13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with Cobb County has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with Cobb County, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. 13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to Cobb County at the time the Sub-Contractor(s) is retained to perform such services.

Please Complete the Attached Affidavit

**Georgia Security & Immigration Compliance Act
CONTRACTOR AFFIDAVIT AND AGREEMENT**

Contractor Name: _____

STATE OF GEORGIA

County: _____

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Cobb County has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cobb County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Cobb County at the time the subcontractor(s) is retained to perform such service.

E-Verify Employment Eligibility Verification User Identification Number

Name of Contractor

Signature of Authorized Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

**SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE**

_____**DAY OF** _____, 20_____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

* any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

*See <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> to access your EEV/E-Verify Identification Number.

