

EXHIBIT 1
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 Part 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 Part 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 1;
 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: 2800 King Street, Smyrna, GA 30080

(p) 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.

EXHIBIT 2
SCOPE OF SERVICES

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>
Public Facilities	CD19-C19S8-F	\$270,094.44
Administration & Planning	CD19-C19SA-A	\$57,523.56

The total PY 2019 CDBG budget for this activity shall not exceed a total of **\$327,618.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on December 31, 2019, unless extended by the CDBG Program Office. The activity shall be completed by December 31, 2019. 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, 2024.

Scope of Work:

TBD- Public Facility Projects in Low and 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 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: REPORTS MONTHLY SERVICES REPORT



Month/Year of this Report:					
Agency Name:					
Activity Name:					
Person Submitting Report:			Date Submitted:		
NEW PERSONS SERVED THIS MONTH					
<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>					
1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income			Total Number of Persons Served for The Month	Total Number of Person Served for The Year	
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. Total of lines A-C					
E. New persons served [Over 80% Median Family/Household Income/ NON-CDBG ELIGIBLE]					
F. Total of lines D and E					
G. Calculate % of CDBG eligible persons- Line D divided by Line F					
2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity					
Race by Gender		Male	Female	Total	Year to Date Total
White					
Black/African-American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & White					
Asian & White					
Black/African-American & White					
American Indian/Alaskan Native & Black/African-American					
Other Multi-Racial					
Totals					
Race by Ethnicity		Hispanic or Latino	Non-Hispanic or Non-Latino	Total	Year to Date Total
White					
Black/African-American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & White					
Asian & White					
Black/African-American & White					
American Indian/Alaskan Native & Black/African-American					
Other Multi-Racial					
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			Total	Year to Date Total	
Elderly – Age 62 and Older – Number of New Persons Served					
Adults with Disabilities – Number of New Persons Served					
Homeless Persons – Number of New Persons Served					
Abused Spouses – Number of New Persons Served					
Abused/Neglected Children – Number of New Persons Served					
Totals					
5. Provide your Program Income for this reporting period:			\$	\$	

**CDBG MAXIMUM HOUSEHOLD INCOME LIMITS
FY2018 Income Limits
Effective: June 1, 2018**

Family/Household Size	Extremely Low	Very Low Income 50%	Low Income 80%
1	\$15,750	\$26,200	\$41,900
2	\$18,000	\$29,950	\$47,900
3	\$20,780	\$33,700	\$53,900
4	\$25,100	\$37,400	\$59,850
5	\$29,420	\$40,400	\$64,650
6	\$33,740	\$43,400	\$69,450
7	\$38,060	\$46,400	\$74,250
8	\$42,380	\$49,400	\$79,050

*Source: U.S. Department of Housing & Urban Development [HUD]

EXHIBIT 4
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: 2019

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 5

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 6
LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 7

PROPERTY USE REQUIREMENTS

[Add If Applicable]

EXHIBIT 8

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-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

CHAPTER 5: DETERMINING INCOME & CALCULATING RENT – HUD

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

EXHIBIT 5-1: INCOME INCLUSIONS AND EXCLUSIONS – HUD

https://www.hud.gov/sites/documents/DOC_35699.pdf

EXHIBIT 9
CDBG APPLICATION
[INSERT HERE]

**EXHIBIT 10
CDBG BUDGET**

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

Authorized Signature

CDBG Authorized Signature

Date

Date

EXHIBIT 11**GENERAL ASSURANCES**

The Contractor and Subrecipients 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?IS=YES> to access your EEV/E-Verify Identification Number.

EXHIBIT 12
CONFLICT OF INTEREST POLICY & CERTIFICATION
PROGRAM YEAR 2019

In the procurement of supplies, equipment, or Professional Services [i.e. Architect, Engineer, General Contractor] by Subrecipients, the Conflict of Interest provisions in, 200.318 (c) (1)., shall apply. HUD Regulations stipulate that no person who is an employee, agent, consultant, officer, elected or appointed official of a Subrecipient can do the following:

- exercises any function or responsibilities with respect to CDBG activities;
- is in a position to participate in the decision making [hiring] process;
- or gains inside information with regard to such activities:

May obtain a financial benefit from the CDBG activity or have a financial interest in any contract with respect to CDBG activities or its proceeds for themselves or those they have business or immediate family ties with. [24 CFR § 570.611 (b) & (c)]

Non-Competitive Activity:

No person who is an employee, agent, consultant, officer, elected or appointed official of a Subrecipient who receives CDBG 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 CDBG 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 CDBG 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 provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standard of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-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 CDBG-assisted activity, or with respect to the proceeds from the CDBG-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 CDBG funds.

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

PROGRAM YEAR 2019
CONFLICT OF INTEREST
CERTIFICATION

TO BE COMPLETED BY THE SUBRECIPIENT:

The _____ certifies that we have read and disseminated the CDBG 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 CDBG 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:

Signature: _____ **Title:** _____
(Subrecipient Executive Director or Board Chair)

Date: _____

Exhibit 13
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
Project Application			Y	N
<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"/>
Pre-Award Documentation			Y	N
<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"/> Resumes 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"/>
Subrecipient Agreement			Y	N
<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		Location
	Source	Date	Complete?		
Financial Records			Y	N	
<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"/>	_____
Project Monitoring and Control			Y	N	
<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"/>	_____
Other Project/Activity Files			Y N	
<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"/>	_____

EXHIBIT 14
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[ff]);
- (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[ff]), 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[[]]);
- (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]);

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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. 10302); and
- (s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).