



COBB COUNTY CDBG PROGRAM OFFICE

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Kimberly Roberts
Managing Director



FISCAL YEAR 2020

COBB COUNTY BJA CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

City of Powder Springs SUBGRANTEE AGREEMENT

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FY2020 COBB COUNTY CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) SUBGRANTEE AGREEMENT

NAME OF SUBGRANTEE: **City of Powder Springs**

DOJ GRANT NUMBER: **2020-VD-BX-1385**

SUBGRANTEE NUMBER: **2020-V20P** AWARD AMOUNT: **\$11,496.00**

THIS AGREEMENT, made and entered into on July 15, 2020 by and between Cobb County CDBG Program Office, hereinafter referred to as the "CDBG PROGRAM OFFICE", and City of Powder Springs, which is a participating organization in the BJA-CESF Program, hereinafter referred to as the "SUBGRANTEE", located within the confines of Cobb County, Georgia;

WITNESSETH:

WHEREAS, Cobb County has received a 2020 appropriation from the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program," and is authorized by Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C. These funds are for the project entitled Cobb County Coronavirus Emergency Response. Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus.; and

WHEREAS, **\$11,496.00** from Fiscal Year 2020 BJA-CESF Funds has been appropriated by the Cobb County Board of Commissioners for award to the Subgrantee for the implementation of activities determined to be CESF eligible by the County; and

WHEREAS, the Subgrantee agrees to assume certain responsibilities for the implementation of its CESF assisted activities, and certifies that it will comply with all items of the agreement; with the Scope of Services provided in Exhibit 1; with any Quarterly Reports included in Exhibit 2; with the Conflict of Interest included in Exhibit 3; with the Certifications in Exhibit 4;

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

Item 1: Use of Funds

The Subgrantee shall expend all or any part of its CESF allocation only on those activities contained in the Scope of Services. CESF funds provided through this Agreement must be fully expended by no later than January 31, 2022.

Item 2: Duration of Agreement

The duration of the Subgrantee Agreement is as follows:

Agreement Effective Date	1/20/2020
Deadline for Expenditure of Funds	1/31/2022
Agreement Termination Date	1/31/2022

Item 3: Adherence to County, State, and Federal Regulations

The Subgrantee agrees to comply with all applicable CDBG Program Office, Cobb County, State of Georgia and Federal statutes, policies and procedures concerning the proper functioning of non-profit organizations and quasi-local government agencies, as well as, all guidelines referring to the proper use of Federal funds. Further, the Subgrantee agrees that it shall be subject to, and shall adhere to, the requirements set forth in the U.S. Department of Justice (DOJ), Office of Justice Programs, Office of the Chief Financial Officer's "Financial Guide".

Item 4: Compensation

The Subgrantee agrees that in no event will the total amount to be paid by the County to the Subgrantee under this Agreement exceed the amount awarded in this Agreement, and that funds paid under this Agreement shall be used only for activities outlined in Exhibit 1: Scope of Services. This amount is for full, satisfactory performance. No other claims, including those of the Subgrantee's creditors or lien holders, will be allowed.

Subject to the receipt of funds from the Bureau of Justice, the County will make payment under this Agreement in accordance with the following method: The Subgrantee shall submit a request for reimbursement to the CDBG Program Office's primary contact person for payment authorization prior to the County disbursing funds to said Subgrantee. The request for reimbursement shall indicate the amount requested by reference to the categories of expense. At the end of each month's operations, the Subgrantee shall submit a summary account and documentation of expenditures during that month, along with the requisition for payment. No expense changes to the Project Budget will be considered as eligible expenses unless it has been approved in writing by the CDBG Program Office's primary contact as an official budget revision, prior to the occurrence of the expenditure.

- A. Purchasing: The Subgrantee shall be responsible for the procurement of all supplies, equipment and services necessary for implementing and completing services and products

outlined in Exhibit 1: Scope of Services. These purchases must follow the guidelines in the previously mentioned Financial Guide and be identified as an eligible expense in the CESF Project Budget.

- B. Staffing: The Subgrantee's policies and procedures shall comply with the Federal Fair Labor Standards Act and Title VI of the Civil Rights Act of 1964.

Time sheets indicating daily hours worked on this project must support all monthly reimbursement requests for staff salaries and all guidelines in the previously mentioned Financial Guide shall be adhered to before reimbursement can be approved.

Item 5: Reporting

The Subgrantee agrees to the following program coordination and reporting requirements:

A. **Coordination**

- To participate in all CDBG Program Office Justice Assistance Grant meetings, as requested.
- To allow the CDBG Program Office, the U.S. Department of Justice, and their agent's access to, and copies of, all relevant program records, as requested.
- To provide written reports, data or other information, as requested by the CDBG Program Office or its agents.
- To allow monitoring and site visits by the CDBG Program Office, the U.S. Department of Justice, and their agents.

B. **Reporting Requirements**

The Subgrantee agrees to submit monthly reimbursement requests and quarterly accountability reports in the form and format prescribed by the CDBG Program Office. **The quarterly reports are due to the CDBG Program Office as follows:**

Reporting Period	Report Due Date
October 1 – December 31	<i>January 10</i>
January 1 – March 31	<i>April 10</i>
April 1 – June 30	<i>July 10</i>
July 1 – September 30	<i>October 10</i>

1. Quarterly Accountability Report shall be provided by the CDBG Program Office JAG Program Manager. Reports may vary from Subgrantee to Subgrantee depending on the Subgrantee and the funded project.
2. Submission of monthly reimbursements shall include the following:
 - Cover letter signed by Project Manager or Director

- Reimbursement Request sheet
- Paid bills/invoices, approved time sheets, and other source documents attached; items for which reimbursement is requested must have been paid by the Subgrantee in the month being reported on, or in earlier months within the grant period
- Time sheets (if applicable) indicating daily hours worked on this project with specificity as to duties performed must support all monthly reimbursement requests for staff salaries

Item 6: Audit Requirements

If the Subgrantee expended \$500,000 or more in Federal funds (from all sources including pass-through subawards) in your organization’s fiscal year (12-month turnaround reporting period), then you are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133.

If the Subgrantee expended less than \$500,000 a year in Federal awards, you are exempt from Federal audit requirements for that year. However, you must keep records that are available for review or audit by appropriate officials including the Federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

Item 7: Recordkeeping

- A. The Subgrantee must maintain and separately identify all records for each fiscal period so that information may be readily located. Records shall contain adequate documentation of all actions that have been taken with respect to the project, in accordance with generally accepted government accounting principles.
- B. The Subgrantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Subgrantee and the total cost of the project. Source documents include copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports, resumes, and job descriptions for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Any personnel changes need to be reported to the CDBG Program Office.
- D. The Subgrantee agrees to protect records adequately against fire or other damage. Records may be stored away from the Subgrantee’s principal office; however, a list of the documents must be available if needed.
- E. All Subgrantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant program and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by Cobb County or the

DOJ. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

Item 8: Review Authority

The CDBG Program Office shall have the authority to review all procedures, materials, notices, documents, and related items that are prepared and used by the Subgrantee in carrying out this Agreement. The Subgrantee agrees to provide said information to the County, if requested, for review and approval.

Item 9: “Hold Harmless” Provision

To the extent permitted by law, the Subgrantee does hereby agree to release, indemnify, and hold harmless the CDBG Program Office, and its officers, agents and employees, 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, corporation, or property, including employees of the Subgrantee, and property of the Subgrantee, which are caused by, or sustained in connection with, the tasks carried out by the Subgrantee under this Agreement.

Item 10: Technical Assistance

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

Item 11: Compliance with Cobb County’s CESF Grant Strategy

It is further understood that the Subgrantee will make every reasonable effort to comply with CDBG Program Office’s CESF Grant strategy, and its goals and objectives, throughout the program period, and will manage funds according to the terms of this Agreement.

In addition, the Subgrantee understands and agrees that the CDBG Program Office may conduct program and financial monitoring reviews at the end of the first half of this Agreement, and after subsequent quarters of this Agreement. Unsatisfactory progress, as determined by the CDBG Program Office, in meeting project goals and timelines, or the anticipated rate of expenditure shall authorize the CDBG Program Office to reallocate remaining funds to other Subgrantees or for other appropriate CESF purposes.

Item 12: Disputes, Default, and Termination

If the Subgrantee 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 Subgrantee 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 Subgrantee 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 13: Performance

The Subgrantee, while utilizing these CESF funds, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 1 [Scope of Services]. Failure to maintain an adequate level of service or provide services over the specified time period as defined by this agreement shall make the Subgrantee 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 CESF funds being reimbursed to the County; and debarment from participating in future years CESF application cycles until measurable improvement can be achieved and sustained

Item 14: Reimbursement Requirements

Cobb County utilizes a “reimbursement process” for all Subgrantees participating in the CESF Program. All Program funds will be paid by Cobb County to Subgrantees upon submission of acceptable payment documentation to the CDBG Program Office by the Subgrantee in a timeframe required by the CDBG Program Office. **Subgrantees cannot hold requests 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 Subgrantee disbursements.

Item 15: System for Award Management (SAM)

Each applicant must update or renew its SAM registration at least annually to maintain an active status. SAM requires a notarized letter in order to register or renew an existing registration. The account will be active prior to receipt of the letter; however, this process can take as long as 10 business days to complete. Information about SAM registration procedures can be accessed at <https://www.sam.gov/SAM/>.

Item 16: Allowable Uses for CESF Funds

The purpose of the BJA CESF program is to provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus, as authorized by Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations).

CESF funds must be used for “preventing, preparing for, and responding to the coronavirus.”

Allowable projects and purchases under the CESF grant program include, but are not limited to, overtime, salaries, hazard pay, death benefits for deaths resulting from the coronavirus, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, lodging/housing costs for first responders who have been in contact with COVID-19 positive individuals, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Item 17: Unallowable Uses for CESF Funds

In accordance with the DOJ Financial Guide, CESF funds cannot be used for land acquisition, compensation for federal employees, travel for DOJ employees, bonuses or commission, lobbying, fundraising, state and local taxes, and costs incurred outside the project period.

Other categories of unallowable costs include:

- Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable. Certain exceptions may apply when such costs have a programmatic purpose and have been approved by the awarding agency;
- Fines and penalties (except when incurred as a result of compliance with specific provisions of an award or contract, or with written approval from the awarding agency);
- Home office workspace and related utilities;
- Honoraria is unallowable when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for the recipient of the honorarium. A payment for services rendered, such as a speaker's fee under an award is allowable;
- Passport charges;
- Tips;
- Bar charges/alcoholic beverages, and
- Membership fees to organizations whose primary activity is lobbying.

Item 18: Supplanting and Commingling

1. CESF funds may not be used to supplant State or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. For additional information, see the [DOJ Grants Financial Guide](#).

Although supplanting is prohibited, the leveraging of federal funding is encouraged.

2. Each applicant is required to disclose whether it has (or is proposed as a subgrantee under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. The applicant is required to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to state agencies that will subaward ("subgrant") federal funds).

Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

3. CESF award funds may not be used as "match" for the purposes of other federal awards. The CESF Program does not require a match.

Item 19: Confidential Funds

CESF funds may be used as confidential funds for the purchase of services (buy money), evidence (narcotics, firearms, stolen property, etc.), and specific information (informant money) for undercover purposes in accordance with 34 U.S.C 10152(d). Prior to the expenditure of any confidential funds, the grantee and any subgrantees must agree to sign a certification indicating that they have read, understood, and agree to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the [DOJ Grants Financial Guide](#).

Item 20: Special Department of Justice Requirements

The Subgrantee agrees to comply with the following special requirements of the U.S. Department of Justice, as applicable:

1. Omnibus Crime Control and Safe Streets Act - The Subgrantee agrees to adhere to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 42 U.S.C. §3789d(c)
2. Equal Employment Opportunity Plan – As applicable, the Subgrantee agrees to comply with the following EEOP requirements:
 - a. If the Subgrantee is a state or local government agency or a business, AND receives an award between \$25,000 and \$500,000, AND has 50 or more employees, the Subgrantee is required to prepare an Equal Employment Opportunity Plan, and to maintain the plan on file for County or Department of Justice/Office of Civil Rights review
 - b. If the Subgrantee receives an award of less than \$25,000, OR has less than 50 employees, regardless of the amount received, OR if the Subgrantee is a medical institution, nonprofit organization or Indian Tribe, then the Subgrantee is exempt from the EEOP requirement.

3. Submitting Findings of Discrimination – In the event that a Federal, State Court, or a Federal or State administrative agency, makes an adverse finding of discrimination against the Subgrantee after a due process hearing, on the ground of race, color, religion, national origin, or sex, the Subgrantee must submit a copy of the finding to the CDBG Program Office for transmittal to the Department of Justice/Office of Civil Rights.
4. Providing Services to Limited English Proficiency (LEP) Individuals – In accordance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000d, the Subgrantee must take reasonable steps to provide meaningful access to its programs and activities for persons with limited English proficiency (LEP).
5. Enforcing Civil Rights Laws – The Subgrantee understands that the Office of Civil Rights, U.S. Department of Justice, may investigate recipients of funding that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that employment practices meet equal employment opportunity standards.
6. Prohibition Against Funding Inherently Religious Activities – Federal Regulation 28 CFR part 38 prohibits faith-based organizations from using grant funds to fund inherently religious activities. Non-funded inherently religious activities, if conducted, must be held separately from DOJ funded programs, and customers or beneficiaries cannot be compelled to participate in them. Also, Subgrantee shall not discriminate in the provision of services on the basis of a beneficiary's religion.
7. Non-discrimination on the basis of Religion in Employment – The Subgrantee shall not discriminate in hiring or other employment related decisions based on the religion of job applicants.

Applicable Law: This contract shall be deemed to have been executed and performed in the State of Georgia, and all questions of interpretation and construction shall be construed by the laws of the State of Georgia, and both parties agree that exclusive venue shall be in a court of competent jurisdiction located in Cobb County, Georgia

For City of Powder Springs:

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: Subgrantee Governing
Body: _____

Imprint Subgrantee Corporate Seal Here:

For Cobb County:

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Date of Signature

Attest: _____
County Clerk

Date of Signature

Kimberly Roberts, Managing Director,
CDBG Program Office

Date of Signature

Board Action Date: **July 14, 2020**

Approved as to Form:

Cobb County Attorney's Office

Exhibit 1:
Scope of Services

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

Agency: **City of Powder Springs**

<u>Activity Name(s):</u>	<u>Activity Number:</u>	<u>Amount:</u>
<u>Police Department and Courts PPE Funding</u>	<u>2020-V20P</u>	<u>\$11,496.00</u>

Total FY2020 **\$11,496.00**

The total FY2020 CESF budget for this activity shall not exceed **\$11,496.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement. The activity shall be completed by January 31, 2022.

Requests for any reimbursement of the Cobb County CESF funded Program shall be submitted to the Cobb County CDBG Program Office. Reimbursement requests should include a cover letter on company letterhead signed by the program supervisor or director, along with the following applicable items: payroll reimbursement spreadsheet, signed time sheets clearly stating the percentage of time spent on the CESF funded program, copies of paid invoices.

Reimbursements should be submitted to: cobbcdbqpayments@cobbcountycdbg.com

Exhibit 2:
CESF Allocation Budget

An updated Detail Budget Worksheet must be submitted with the completed agreement based on the final allocations of this agreement.

(A PDF format of the Detail Budget Worksheet can be provided upon request to the JAG Program Specialist.)

Exhibit 3:
Quarterly Reporting

All Quarterly Accountability Reports are due to the CDBG Program Office by the 10th of the month following the closing quarter (*see table under Item 5, Section B*). Failure to turn reports in on time will cause your grant funds to be frozen until all past due reports have been submitted.

(The Quarterly Accountability Report can also be provided to the Subgrantee by the JAG Program Specialist via PDF Attachment.)

Exhibit 4:
CONFLICT OF INTEREST POLICY & CERTIFICATION
FY2020

Non-Competitive Activity:

No person who is an employee, agent, consultant, officer, elected or appointed official of a Subgrantee who receives CESF 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 Subgrantee who receives CESF 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 Subgrantee may not use company assets or CESF 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.

Standard of Conduct:

The Subgrantee agrees to abide by the following provisions:

- a. The Subgrantee 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 Subgrantee 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 CESF-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 CESF-assisted activity, or with respect to the proceeds from the CESF-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 Subgrantee, the Subgrantee, or any designated public agency.

Confidential Information:

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

FY2020
CONFLICT OF INTEREST
CERTIFICATION

TO BE COMPLETED BY THE SUBGRANTEE:

The _____ certifies that we have read and disseminated the CESF 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 CESF 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: _____
(Subgrantee Executive Director or Board Chair)

Date: _____

EXHIBIT 5:
CESF GRANT
SUBGRANTEE CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) 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;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

- (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) 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 (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) 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;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: grants, loans, and cooperative agreements) and that all Subgrantees shall certify and disclose accordingly; Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) 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
 - (2) 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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The site(s) for the performance of work done in connection with the specific grant:

Place of Performance: 4484 Marietta Street, Powder Springs, GA 30127

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the aforementioned certifications.

Signature - Subgrantee Chief Elected Official or Board Chair

Printed Name - Subgrantee Chief Elected Official or Board Chair

Title

Signature Date

ATTEST:

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

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

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

Date of Attesting Person's Signature

CESF Program Links:

Bureau of Justice Assistance website:

<https://bja.ojp.gov>

Office of Justice Programs Financial Guide:

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

CESF Program FAQ's:

<https://bja.ojp.gov/program/cesf/faqs>

SAM Registration:

<https://www.sam.gov/SAM/>