



FULTON COUNTY  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
Community Development Block Grant Program  
137 Peachtree Street, Suite 300  
Atlanta GA, 30303



**AN AGREEMENT BETWEEN FULTON COUNTY  
and  
City of Fairburn  
STATE OF GEORGIA, COUNTY OF FULTON**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

CFDA Number 14.218 – Community Development Block Grants

<b>Federal Award Identification Number:</b>	<b>B-18-UC-13-0003</b>
<b>City of Fairburn DUNS Number:</b>	<b>099631004</b>
<b>Federal Award Date:</b>	<b>01/01/2018</b>
<b>Fulton County 2018 CDBG Funds Award Amount:</b>	<b>\$162,487.00</b>

**THIS AGREEMENT**, between Fulton County, Georgia, the Department of Community Development (hereinafter referred to as “the County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the **City of Fairburn** (hereinafter referred to as “the Subrecipient”), a municipality organized and existing in Fulton County under the laws of the State of Georgia.

**WITNESSETH THAT:**

**WHEREAS**, on June 20, 2018 the Fulton County Board of Commissioners approved the 2018 Annual Action Plan and substantial amendments as part of the overall Fulton County 2015 – 2019 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974, as amended; and on March 18, 2020, the Board of Commissioners approved the Dodd Street Underground Utility Relocation project via Agenda Item 20-0185.

**WHEREAS**, the City of Fairburn has been provided CDBG funds by Fulton County for **Public Infrastructure Improvements** services as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

**WHEREAS**, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

**WHEREAS**, the year 2018 CDBG allocation awarded to the City of Fairburn in the amount of **\$162,487.00**, shall be specifically used for Dodd Street Underground Utility Relocation for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

**WHEREAS**, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

**WHEREAS**, this Agreement constitutes the contractual arrangement for said improvements and/or services that have been prepared for execution between the County and the City as consistent with the Fulton County's Consolidated Plan Annual Action Plan for fiscal year 2019 to support the 2015-2019 Consolidated Plan goals.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1 **SECTION 1.0 – STATEMENT OF WORK**

- 2
- 3 1. Under this Agreement, the Subrecipient shall provide the services under this Agreement in accordance
- 4 with the "Statement of Work" attached hereto and made a part hereof as *Attachment A*, consistent with
- 5 applicable federal rules and regulations governing the use of CDBG funds. Additionally, the
- 6 Subrecipient shall perform the work according to the "Implementation Schedule" attached hereto and
- 7 made a part hereof as *Attachment A*.
- 8
- 9 2. Under this Agreement, the Subrecipient shall perform the public facility or improvements work
- 10 according to the "Implementation Schedule," which shall be executed in accordance with the
- 11 Agreement. The "Implementation Schedule" was submitted in the Subrecipient's year 2018 CDBG
- 12 application and is attached hereto and made a part hereof as *Attachment B*.
- 13
- 14 3. Under this Agreement, the Subrecipient shall also provide a CDBG "Cost Reimbursement Budget" for
- 15 the project that is being executed with CDBG funds, as submitted in the Subrecipient's 2018 CDBG
- 16 application. The "Cost Reimbursement Budget" is attached hereto and made a part hereof as
- 17 *Attachment C*.
- 18
- 19 4. Under this Agreement, the Subrecipient shall submit, on not less than a monthly basis, a "Quarterly
- 20 Performance Report" detailing project progress as attached hereto and made a part hereof as
- 21 *Attachment D and Attachment D-2*.
- 22
- 23 5. All work described in *Attachments A, B, and C* must be consistent with applicable federal rules and
- 24 regulations governing the use of CDBG funds, and the Subrecipient shall ensure that none of the work
- 25 described constitutes a Program Administrative Cost.
- 26

27 **SECTION 2.0 – COMPENSATION FOR SERVICES AND WORK**

- 28
- 29 1. The County shall make reimbursement compensation for the services described in Section 1.0
- 30 (*Statement of Work*) herein, during the performance of this contract, in accordance with the "Cost
- 31 Reimbursement Budget" attached hereto and made a part hereof as *Attachment C*.
- 32
- 33 2. The County shall make payment to the Subrecipient upon conditional commitment of funds as the
- 34 project is subject to Environmental Review. Payment shall then be made through reimbursement of
- 35 costs incurred by the Subrecipient in the performance and execution of the services under this
- 36 contract. Payments shall be made timely upon the County's receipt of proper and sufficient
- 37 documentation of such costs and as satisfactory to the County. The County shall have the right not to
- 38 pay any request for reimbursement or part thereof if not properly supported, or if the costs requested
- 39 or a part thereof, as determined by the County, are reasonably in excess of the actual stage of
- 40 completion.
- 41
- 42 3. Such documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or
- 43 vouchers, mileage logs, etc.
- 44
- 45 4. This documentation, along with a written request for reimbursement and a statement of costs incurred
- 46 shall be submitted to the attention of the assigned Community Development Specialist at the Fulton
- 47 County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300,
- 48 Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with
- 49 the submission. One copy must be accompanied by documentation supporting the eligible costs.
- 50

51 **SECTION 3.0 – TERM OF AGREEMENT**

- 52
- 53 1. The completion date of this Agreement shall be on or before December 31, 2021, unless otherwise
- 54 extended in writing, terminated by mutual agreement, or by the County, or in accordance with other
- 55 terms and provisions contained herein. Any modifications to the term of the Agreement shall be
- 56 documented through an amendment process as outlined in the County's Citizen Participation Plan as
- 57 executed by the County. The term of this Agreement shall be in compliance with the Fiscal Year 2018-
- 58 2020 Cooperative Agreement between Fulton County and the City.
- 59



2. The completion date of this Agreement is computed on the basis that the Subrecipient is eligible to receive retroactive costs incurred on or after January 1, 2018. The United States Department of Housing and Urban Development (HUD) with the County will make funds available for eligible incurred costs upon execution of the year 2018 grant agreement.
3. Although the completion date shall be (24) months, on or before December 31, 2021, the County periodically reports CDBG accomplishments and expenditures to HUD. By November 1, 2020, HUD traditionally reviews the County's collective accomplishments and expenditures, thus the County strongly encourages all Subrecipient services and work to be near completion by September 15, 2020 with no less than seventy percent (70%) of its eligible reimbursement costs submitted appropriately for review.

#### **SECTION 4.0 - MODIFICATIONS TO AGREEMENT**

1. In the event the Subrecipient chooses to modify its pre-approved "Statement of Work" by adding or deleting a project, the Subrecipient shall submit to the County a written request for the approval of such changes 30 days after execution of the contract. No such modification shall become effective unless and until approved by the County in the form of a formal amendment to the Subrecipient's "Statement of Work".
2. Additions or deletions to the "Statement of Work", which have been approved as a part of the County's Consolidated Plan may be allowed one time per Fiscal Year, subject to County approval. The Subrecipient must submit its request within the time frame referenced above.
3. The County must adhere to 24 CFR 91.505 "Amendments to the Consolidated Plan". The Subrecipient's failure to request modifications 30 days after execution of the contract shall result in the County's automatic denial of any such modifications to said Agreement and shall be construed as the Subrecipient's failure to properly and timely fulfill its obligations under this Agreement and will result in the County's right to exercise its options under Section 6.0 (*Termination of Agreement for Cause*) of this Agreement.
4. This Agreement constitutes the entire contractual arrangement between the County and the Subrecipient, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the County's and the Subrecipients' duly authorized representatives.
5. Further, in the event of any material change or modification in the Subrecipient's Agreement or agreement with any other funding source during the course of this Agreement, the Subrecipient shall immediately notify the County of such change. In such event, the County shall have the right to terminate its obligations under this Agreement, discontinue future funding hereunder, and demand the refund or return of funds previously advanced.

#### **SECTION 5.0 – EXTENSIONS**

In the event the Subrecipient determines that it cannot begin projects as scheduled or complete projects within the time frame indicated by the Subrecipient in Attachment B, no extension will be granted.

#### **SECTION 6.0 – SUSPENSION OF WORK**

1. The County may by written notice to the Subrecipient suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Subrecipient must unless the notices requires otherwise: (i) immediately discontinue suspended services; (ii) place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and (iii) take any other reasonable steps to minimize costs associated with the suspension.

- 1  
2 2. The County may elect to resume suspended service upon written notice to the Subrecipient. Upon  
3 receipt of notice to resume suspended services, the Subrecipient will immediately resume performance  
4 under this Agreement as required in the notice.  
5  
6

7 **SECTION 7.0 – TERMINATION OF AGREEMENT**  
8

9 **1. Termination for Cause**  
10

11 Time is of the essence and if, through any cause, the Subrecipient shall fail to fulfill in a timely and  
12 proper manner its obligations under this Agreement, or in the event that any of the provisions or  
13 stipulations of this Agreement are violated by the Subrecipient, the County shall thereupon have the  
14 right to terminate this Agreement by providing written notice to the Subrecipient of the County's intent  
15 to terminate the Agreement, specifying the reasons for such intention for termination. Unless within  
16 ten (10) calendar days after serving of such notice (by hand delivery or posting in the U.S. Mail) to the  
17 Subrecipient such violation or delay shall cease or arrangements for correction satisfactory to the  
18 County be made, the Agreement shall, upon expiration of said ten (10) calendar days, be terminated  
19 without further notice. Upon such termination, the Subrecipient will be compensated by the County for  
20 expenses deemed by the County to be due and reasonable.  
21

22 The Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal  
23 or failure to complete the work within the specified time period, and said damages shall include, but not  
24 be limited to, any additional costs associated with the County obtaining the services of another  
25 Subrecipient to complete the project.  
26

27 **2. Termination for Convenience of the County**  
28

29 In the event the County determines that it is no longer feasible or in its best interest to continue  
30 assisting the service covered by this Agreement, or should the U.S. Department of Housing and Urban  
31 Development institute corrective and/or remedial actions against the County in accordance with  
32 regulations under the CDBG program where such actions impede or halt the disbursement of the  
33 County CDBG funds for this project, the County may terminate this Agreement by giving at least fifteen  
34 (15) calendar days prior notice in writing (by hand delivery or posting in the U.S. mail) to the  
35 Subrecipient.  
36

37 In addition, in the event this agreement has been terminated due to the default of the Subrecipient, and  
38 if it is later determined that the Subrecipient was not in default pursuant to the provisions of this  
39 Agreement at the time of termination, then such termination shall be considered a termination for  
40 convenience pursuant to this paragraph.  
41

42 **SECTION 8.0 – INDEPENDENT SUBRECIPIENT STATUS**  
43

44 Nothing herein contained shall be deemed to create a relationship other than that of independent  
45 Subrecipient between the County and the Subrecipient. Under no circumstances shall the  
46 Subrecipient, its principals, employees, subcontractors, associates, or agents be deemed employees,  
47 agents, partners, successors, assigns, or legal representatives of the County except as specifically  
48 required herein.  
49

50 **SECTION 9.0 – ASSIGNMENT OF AGREEMENT**  
51

52 The Subrecipient shall not make any purported assignment of this Agreement or any part thereof, or  
53 delegate the duties herewith without prior written consent of the County. Any attempted assignment or  
54 delegation of duties by the Subrecipient without prior expressed written consent of the County shall at  
55 the County's sole option terminate this Agreement without any notice to the Subrecipient of such  
56 termination. The Subrecipient binds itself, its successors, assigns, and legal representatives of such  
57 other party in respect to all covenants, agreements and obligations contained herein.  
58  
59



1 **SECTION 10.0 – PROGRAM INCOME**

- 2
- 3 1. Program income, as defined in 24 CFR 570.500 (a), means any gross income received by the recipient
- 4 (County) or a Subrecipient (the Subrecipient) directly generated from the use of CDBG funds, except
- 5 as provided in paragraph (a)(4) of 570.500. When program income is generated by an activity that is
- 6 only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of
- 7 CDBG funds used. The Subrecipient shall provide information regarding program income, with a
- 8 breakdown of the CDBG allocation, to the County concurrently with the quarterly reports described and
- 9 required by Section 13.0 of this Agreement.
- 10
- 11 2. Any program income received or generated by the Subrecipient as a result of the CDBG assistance
- 12 provided under this Agreement is to be retained by the Subrecipient during the duration of this
- 13 Agreement. The activities undertaken with any program income generated shall conform to
- 14 *Attachment A* of this Agreement ("Statement of Work") and shall comply with all other provisions of this
- 15 Agreement.
- 16
- 17 3. If at any time during the duration of this Agreement the Subrecipient retains program income, transfers
- 18 of grant funds by the County to the Subrecipient shall be adjusted according to the principles described
- 19 in paragraphs (b) (2) (i) and (ii) of §570.504, which state that all program income must be disbursed for
- 20 eligible activities before additional cash withdrawals are made by the recipient from the U.S. Treasury.
- 21

22 **SECTION 11.0 – REVERSION OF ASSETS**

- 23
- 24 1. Upon expiration or termination of this Agreement, any remaining program income that is either on hand
- 25 or to be received after the Agreement's expiration, shall be transferred by the Subrecipient to the
- 26 County as required by 24 CFR 570.503(b)(7) "Agreements with Subrecipients".
- 27
- 28 2. Further, in the event that the Subrecipient should sell or otherwise dispose of any property acquired
- 29 with the County CDBG funds, the manner of said disposition shall result in the County being
- 30 reimbursed in the amount of the current fair market value of the property at that time less any portion
- 31 of the value attributable to expenditures of non-County CDBG funds. In the event that such a sale or
- 32 disposition occurs more than ten (10) years after expiration or termination of this Agreement, such
- 33 reimbursement shall not be required.
- 34

35 **SECTION 12.0 – COPYRIGHT AND PUBLICITY**

- 36
- 37 1. No report, map, or other document produced in whole or in part under this Agreement shall be the
- 38 subject of an application for copyright by or on behalf of the Subrecipient without the prior written
- 39 consent of the County. All such reports, maps, or other documents shall become and be deemed the
- 40 property of the County and title therein shall automatically vest in the County.
- 41
- 42 2. Further, any publicity given to this project must identify the County prominently as a sponsoring
- 43 agency. Specifically, at all places of, and in all publications concerning, this project, the Subrecipient
- 44 agrees to display and make known that the project was assisted under the auspices of the Fulton
- 45 County Community Development Block Grant program. In the event of new construction or substantial
- 46 rehabilitation, and at the County's discretion, the Subrecipient shall acknowledge the use of CDBG
- 47 funds for the project by installation of a permanent plaque at the project site. The County in
- 48 collaboration with the Subrecipient shall determine design and replica for the plaque.
- 49

50 **SECTION 13.0 – RECORDS AND REPORTS**

- 51
- 52 1. **Records**
- 53 The Subrecipient shall maintain accounts and records, (including an annual Audit) personal property
- 54 and financial records, adequate to identify and account for all costs pertaining to this Agreement and
- 55 such other records as may be requested by the County including financial data pertaining to the
- 56 preparation of the U.S. Department of Housing and Urban Development (HUD) Consolidated Annual
- 57 Performance and Evaluation Report (CAPER) to assure proper accounting for all funds, both public
- 58 and private. Said records shall be made available for audit purposes to the County, HUD, or any
- 59 authorized representative thereof, upon reasonable request and within three (3) days of said request.



**Retention**

Pursuant to 24 CFR 570.502(a) (7) (ii), the retention period of individual CDBG activities shall be the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR 507.503, or 3 years after the submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 of this title, in which the specific activity is reported on for the final time. In addition, records for individual activities subject to the reversion of assets provisions at §570.503(b) (7) or change of use provisions at §570.505 must be maintained for as long as those provisions continue to apply to the activity. Moreover, records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

The Subrecipient's records and accounts shall at all times meet or exceed the applicable requirements of federal, state, and local laws, rules, and regulations. The Subrecipient's duty to retain records and permit inspections and copying shall remain in force and effect even after the expiration or termination of this Agreement.

**2. Reports**

The Subrecipient shall provide the County with a written plan that outlines the activities and processes of the program that will be funded by CDBG. Further, the Subrecipient shall submit detailed reports on the progress made and services of their programs based on the objectives they establish in response to local needs and goals. Objectives reflect the common ways that Subrecipients work to achieve their goals. The Objectives incorporated into the proposed Outcome Measurement System are: Suitable Living Environment, Decent Housing, and Economic Opportunity. Outcome measurements will be based on (a) Availability /Accessibility (b) Affordability (c) Sustainability. Outcomes show how programs benefit a community or people served. Indicators tell whether an outcome is occurring.

At a minimum, these reports shall be submitted on a monthly basis. The monthly reports are due the fifth (5<sup>th</sup>) of the following month for activities which occurred in the previous month, and shall be submitted on the "Public Facility Monthly Performance Report" attached hereto and made a part hereof as *Attachment D*. The year-end reports are due no later than thirty (30) days after the contract expires for activities which occurred during the funding year in the "Year End Performance Report" attached hereto and made a part hereof as *Attachment D-2*.

Said reports shall be submitted to the County, to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA., 30303. Two (2) copies of the report shall be included in each submission, one (1) copy for the Community Development Specialist and the other one (1) copy addressed to the CDBG Community Development Grant Manager.

**SECTION 14.0 – INSPECTION OF FILES AND RECORDS**

The County shall at all reasonable times have access to the pertinent offices and books and records (including an annual Balance Sheet or Independent Audit) of the Subrecipient for inspection of the activities performed and expenses incurred under this Agreement. The County will perform and the Subrecipient shall be prepared to meet the requirements of, at least, one (1) audit per year.

**SECTION 15.0 – CITIZEN PARTICIPATION MEETINGS AND TECHNICAL ASSISTANCE MEETINGS**

Subrecipient representative must attend at least one (1) CDBG related Citizen Participation meeting, participate in every Technical Assistance (TA)/Needs Assessment session and the annual Monitoring session during each contract year. The County shall provide meeting dates and locations timely, and shall provide comprehensive information to assist the Subrecipient to perform efficiently and effectively.



1 **SECTION 16.0 -- MONITORING**

2  
3 Through on-site and remote monitoring, the County determines whether the Subrecipient's  
4 performance meets CDBG program requirements and assists to improve the Subrecipient's  
5 performance by providing guidance and making recommendations. Monitoring visits are conducted no  
6 less than once per contract term with a specific purpose to validate the accuracy of information  
7 presented in the program participant's performance reports. On-site and remote monitoring is also  
8 conducted to follow-up on problems identified during the Consolidated Annual Performance and  
9 Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to  
10 determine compliance for those activities where there is sufficient information, to make eligibility and/or  
11 national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities  
12 meet compliance requirements.  
13

14 **SECTION 17.0 - FINDINGS / NON-COMPLIANCE**

- 15  
16 1. The Subrecipient shall be notified in writing by the County of any Findings or Concerns identified  
17 during each monitoring visit. The Subrecipient shall be given thirty (30) calendar days from the time of  
18 written notification by the County for corrective actions to take place. The County will not  
19 unreasonably withhold acceptance of corrective actions taken in good faith by the Subrecipient. Upon  
20 the Subrecipient proving satisfactory corrective action, a letter shall be sent to the Subrecipient stating  
21 that such findings or concerns have been addressed. Pursuant to 24 CFR 570.501, in the event the  
22 Subrecipient fails to correct the findings or fails to comply with terms and provisions of this Agreement,  
23 the County may take corrective and remedial actions such as those described in 24 CFR 570.910.  
24 Such remedial actions may include, but are not limited to, the following:  
25  
26 a. Temporarily withhold cash payments pending correction of the deficiency;  
27  
28 b. Disallow all or part of the cost of the activity or action not in compliance;  
29  
30 c. Wholly or partly suspend or terminate the current award;  
31  
32 d. Withhold further award; or  
33  
34 e. Take other remedies that may be legally available.  
35

36 **SECTION 18.0 – UNIFORM ADMINISTRATIVE REQUIREMENTS**

37 During its performance under this Agreement, the Subrecipient shall comply with the requirements and  
38 standards of the Office of Management and Budget (OMB) codified at 2 CFR part 200 and guidance at  
39 a new part, 2 CFR part 2400 which streamlines the Federal government's guidance on administrative  
40 requirements, cost principles, and audit requirements to more effectively focus Federal resources on  
41 improving performance and outcomes, while ensuring the financial integrity of taxpayer dollars in  
42 partnership with non-Federal stakeholders. [https://www.federalregister.gov/articles/2014/12/19/2014-  
43 28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-andbudgets-  
44 uniform](https://www.federalregister.gov/articles/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-andbudgets-uniform))  
45

46 The uniform guidance supersedes, consolidates, and streamlines requirements from eight OMB  
47 Circulars:

- 48 • A-21, Cost Principles for Educational Institutions,  
49 • A-87, Cost Principles for State, Local and Indian Tribal Governments,  
50 • A-89, Catalog of Federal Domestic Assistance,  
51 • A-102, Grants and Cooperative Agreements With State and Local Governments,  
52 • A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions  
53 of Higher Education, Hospitals and Other Non-Profit Organizations,  
54 • A-122, Cost Principles for Non-Profit Organizations,  
55 • A-133, Audits of States, Local Governments, and Non-Profit Organizations, and  
56 • The guidance in OMB Circular A-50, Audit Follow-up, on Single Audit Act follow-up.  
57  
58  
59

**SECTION 19.0 – EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

**1. Civil Rights Act of 1964 (As amended)**

The Subrecipient shall comply with all Federal requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Acts, as Amended; Age Discrimination In Employment Act; Rehabilitation Act of 1973, as Amended, Section 504; Equal Pay Act; The American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and other applicable Acts which prohibits discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Agreement.

**2. Section 109 of the Housing and Community Development Act of 1974 (As amended)**

The Subrecipient shall also comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the ground of race, color, national origin, sex, age, disability, or familial status, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to said Act.

**3. Further, during the performance of this Agreement, the Subrecipient agrees as follows**

- (A) The Subrecipient shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, age, disability, or familial status. As used herein, the word "employment" means and includes without limitation the following:
- Recruiting, whether by advertising or other means; compensation or wages, whether in the form of rates of pay, or other forms of compensation; selection for training including apprenticeship; promotions; upgrades; demotions; downgrades; transfers; layoffs; and terminations.
  - The Subrecipient shall post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.
- (B) The Subrecipient shall in all solicitations or advertisements for employees, placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, disability or familial status.
- (C) The Subrecipient shall, when applicable, send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other Agreement or understanding, a notice representative of the Subrecipient's commitment under the Equal Opportunity Program of the County and under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The Subrecipient shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the County. Compliance reports filed when directed shall contain information as to the employment practices, policies, programs, and statistics of the Subrecipient and his Subrecipients.
- (E) The Subrecipient shall include the provisions of paragraph (A) through (F) of this Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (F) The Subrecipient shall comply with the provisions of Section 109 of the Act which provides, in part, that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act and provided hereunder. These provisions shall also be binding upon each subcontractor or vendor.



1  
2 **4. Section 3 of the Housing and Urban Development Act of 1968**  
3

- 4 (A) The work to be performed under this Agreement is subject to the requirements of Section 3 of  
5 the Housing and Urban Development Act of 1968, as amended. Section 3 requires that, to the  
6 greatest extent feasible, opportunities for training and employment be given to low income  
7 persons residing within the unit of local government in which the project is located, and that  
8 Agreements for work in connection with the project be awarded to businesses which are  
9 located in, or owned in substantial part, by persons residing in the area of the project.  
10  
11 (B) Accordingly, the Subrecipient shall, when applicable, send to each labor organization or  
12 representative of workers with which it has a collective bargaining agreement or other  
13 Agreement or understanding, a notice of its commitment under this Section 3 clause and shall  
14 post copies of the notice in conspicuous places available to employees and applicants for  
15 employment or training.  
16  
17 (C) The Subrecipient shall include this Section 3 clause in every subcontract for work in  
18 connection with the project and will take appropriate action pursuant to the subcontract upon a  
19 finding that the subcontractor is in violation of regulations issued by the Secretary of Housing  
20 and Urban Development, 24 CFR Part 135. The Subrecipient shall not subcontract with any  
21 subcontractor where it has notice or knowledge that the latter has been found in violation of  
22 regulations under 24 CFR Part 135, unless the subcontractor has first provided it with a  
23 preliminary statement of ability to comply with the requirements of those regulations. The  
24 Federal Section 3 Provisions are attached hereto and made a part hereof as *Attachment G*.  
25

26 **5. Equal Access to Housing in HUD Programs**  
27

- 28 (A) Through final rule effective March 5, 2012 (Equal Access to Housing in HUD Programs  
29 Regardless of Sexual Orientation or Gender Identity) 24 CFR Parts 5, 200,203, 236, 400, 570,  
30 574, 882, 891, and 982, HUD implements a policy to ensure that its core programs are open to  
31 all eligible individuals and families regardless of sexual orientation, gender identity, or marital  
32 status.  
33  
34 (B) It is important that HUD and Fulton County ensure that their programs do not involve  
35 discrimination against any individual or family otherwise eligible for HUD-assisted or –insured  
36 housing, but that its policies and programs serve as models for equal housing opportunity.  
37 Failure to comply with the requirements of this Rule will be considered a violation of the  
38 program requirements and will subject the non-compliant grantee to all sanctions and  
39 penalties available for program requirement violations.  
40  
41 (C) Under 24 CFR 5.100 “sexual orientation” is defined -as “homosexuality, heterosexuality, or  
42 bisexuality,” a definition that the Office of Personnel Management (OPM) uses in the context of  
43 the federal workforce in its publication “Addressing Sexual Orientation in Federal Civilian  
44 Employment: A Guide to Employee Rights.”  
45  
46 (D) To promote equal access to HUD's housing programs without regard to sexual orientation or  
47 gender identity, HUD prohibits unlawful inquiries regarding sexual orientation or gender  
48 identity. The prohibition precludes owners and operators of HUD-assisted housing or housing  
49 whose financing is insured by HUD from inquiring about sexual orientation or gender identity of  
50 an applicant for, or occupant of, the dwelling, whether renter- or owner-occupied.  
51

52 **SECTION 20.0 – MINORITY BUSINESS ENTERPRISE (MBE/FBE) PARTICIPATION**  
53

54 **Federal MBE/FBE Policy**  
55

56 It is national policy to award a fair share of contracts to small and minority business firms. All HUD  
57 grantees and subrecipients must take appropriate affirmative action to support minority and women's  
58 enterprises, and are encouraged to procure goods and services from labor surplus areas. Therefore,  
59 the Subrecipient shall take affirmative steps to ensure that minority (MBE) and female (FBE) business



enterprises are utilized during the course of this Agreement, and that a fair share of any contracts generated during such course are awarded to such firms.

#### **SECTION 21.0 – LABOR STANDARDS**

The Subrecipient shall comply with all Federal Labor Standards Requirements imposed by the Davis-Bacon Act; the Contract Work Hours and Safety Standards Act; the Copeland Act; and the Fair Labor Standards Act. As a requirement of the Fair Labor Standards Act, the Subrecipient must ensure that a copy of the applicable wage rate decision is included in each contract and subcontract and the Notice to Employees poster that pertains to all federally-funded projects is to be posted, along with a copy of the wage decision, on all construction sites. This information must be posted in a conspicuous location accessible to those employed under any contract funded with CDBG funds. The Federal Labor Standards Provisions are attached hereto and made a part hereof as *Attachment E*.

#### **SECTION 22.0 - HB 87 ILLEGAL IMMIGRATION REFORM**

Among other measures, the Illegal Immigration and Reform Enforcement Act of 2011 requires subcontractor and sub-subcontractors to submit their E-Verify affidavits to the Subrecipients working on public projects. The Subrecipient then must forward affidavits to the local government within five (5) days of receipt. The Department of Audits will create a form affidavit.

Attached hereto and made a part hereof as *Attachment F* is The Georgia Security and Immigration Compliance Act Applicant for Public Benefits Affidavit, the Subrecipient, Subcontractor and Sub-subcontractor Affidavits.

#### **SECTION 23.0 – ENVIRONMENTAL REQUIREMENTS**

The County, Sub-Recipients, Contractors, Owners, and Developers shall not undertake any activities that would adversely impact or limit the choice of reasonable alternatives for a project until an Environmental Review has been completed and approved by the County. To this end, the County, Sub-Recipients, Subcontractors, Owners, and Developers must not expend public or private funds (HUD, other Federal, or non-Federal funds) or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until environmental clearance has been achieved. Using any portion of federal funds for acquisition, rehabilitation, conversion, leasing, repair or construction before, completing the Environmental Review process requires the denial of any federal funds for that project. The Environmental Review Assurances are attached hereto and made a part hereof as *Attachment H*.

##### **Conditional Commitment of Funds**

Further, notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development (HUD), under 24 CFR Part §58. Additionally, the Sub-Recipient or Subcontractor are prohibited from undertaking or committing any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent Environmental Review.

##### **Environmental Conditional Clause**

Responsible entities may enter into an Agreement for the conditional commitment of CDBG funds for a specific project prior to the completion of the Environmental Review process. The responsible entity must ensure that any such agreement does not provide the County Recipient, Sub-Recipient, or Subcontractor any legal claim to any amount of CDBG fund to be used for the specific project or site unless and until the site has received environmental clearance.



1 **SECTION 24.0 – LEAD BASED PAINT**

2  
3 On September 15, 2000, HUD published the final rule concerning the control of lead-based paint  
4 hazards in housing receiving federal assistance and federally owned housing being sold. These  
5 regulations published at 24 CFR Part 35 specify the requirements for treating lead hazards to protect  
6 those who occupy housing constructed before 1978. This regulation also implements the new  
7 requirements, concepts, and terminology established by the Residential Lead-Based Paint Hazard  
8 Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992.  
9 Should the Subrecipient propose to use CDBG funds for the rehabilitation or conversion of residential  
10 units, the Subrecipient must meet the requirements of 24 CFR Part 35. The County shall provide  
11 ongoing technical assistance to the Subrecipient to assist in meeting these requirements.  
12

13 **SECTION 25.0 – CONFLICT OF INTEREST**

14  
15 No member, officer, or employee of the County or its designee or agents, no member of the governing  
16 body of the County, and no other official of the County who exercises or has exercised any functions or  
17 responsibilities with respect to the CDBG-assigned activities or who is in a position to participate in a  
18 decision making process or gain inside information with regard to such activities, may obtain a  
19 personal or financial interest or benefit in any Agreement, subcontract or agreement with respect  
20 thereto, or the proceeds there under, either for themselves or for those with whom they have family or  
21 business ties, during their tenure or for one (1) year thereafter, unless an exemption in writing from this  
22 provision is specifically granted by the U. S. Department of Housing and Urban Development.  
23

24 **SECTION 26.0 – PROHIBITION OF USE OF FEDERAL FUNDS FOR LOBBYING**

- 25  
26 1. By signing this Agreement, the undersigned Subrecipient certifies that all activities under this  
27 Agreement will adhere to 24 CFR Part 87 (New Restrictions on Lobbying) and, to the best of his/her  
28 knowledge and belief, that:  
29
- 30 (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the  
31 Subrecipient or the undersigned, to any person for influencing or attempting to influence an  
32 officer or employee of any agency, a Member of Congress, an officer or employee of  
33 Congress, or an employee of a Member of Congress in connection with the awarding of any  
34 federal Agreement, the making of any federal grant, the making of any federal loan, the  
35 entering into of any cooperative agreement, or the extension, continuation, renewal,  
36 amendment, or modification of any federal Agreement, grant, loan or cooperative agreement.  
37
  - 38 (B) If any funds other than federal appropriated funds have been paid or will be paid to any person  
39 for influencing or attempting to influence an officer or employee of any agency, a Member of  
40 Congress, an officer or employee of Congress, or an employee of a Member of Congress in  
41 connection with this federal Agreement, grant, loan, or cooperative agreement, the  
42 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report  
43 Lobbying," in accordance with its instructions.  
44
  - 45 (C) The undersigned shall require that the language of this certification be included in the award  
46 documents for all sub-awards at all tiers (including subcontracts, subgrants, and Agreements  
47 under grants, loans, and cooperative agreements) and that all subrecipients shall certify and  
48 disclose accordingly.  
49
  - 50 (D) This certification is a material representation of fact upon which reliance was placed when this  
51 transaction was made or entered into. Submission of this certification is a prerequisite for  
52 making or entering into this transaction imposed by Title 31, U. S. Code, Section 1352. Any  
53 person who fails to file the required certification shall be subject to a civil penalty of not less  
54 than \$10,000 and not more than \$100,000 for each such failure.  
55  
56  
57  
58  
59

1 **SECTION 27.0 – INDEMNIFICATION AND HOLD HARMLESS**

2  
3 The Subrecipient hereby warrants, represents, covenants and agrees to release, indemnify, defend  
4 and hold harmless the County, its commissioners, officers, and employees, from any and all claims,  
5 losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's  
6 fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict  
7 liability or otherwise, and including without limitation, personal injury, wrongful death or property  
8 damage, arising in any way from the actions or omissions of the Subrecipient, its agents, employees,  
9 Subrecipients, officers, or directors. The Subrecipient does further hereby agree to release, indemnify,  
10 defend and hold harmless the County, its commissioners, officers, and employees, from any injury  
11 (including death resulting there from), loss, claim or damage sustained by the Subrecipient's agents  
12 and employees, without regard to negligence. The language of this indemnification clause shall survive  
13 termination of this Agreement, even if the County terminates the Agreement for its convenience.  
14

15  
16 **SECTION 28.0 – GOVERNING LAW**

- 17  
18 1. This Agreement shall be governed in all respects, as to validity, construction, capacity, and  
19 performance or otherwise, by the laws of the State of Georgia.  
20  
21 2. A waiver by either party of any breach or any provision, term, covenant or condition of this Agreement  
22 shall not be deemed a waiver of any subsequent breach of the same or any other provision, term,  
23 covenant or condition.  
24  
25 3. The parties agree that each of the provisions included in this Agreement is separate, distinct and  
26 severable from the other remaining provisions of this Agreement, and that the invalidity of any  
27 agreement provision shall not affect the validity of any other provision of this agreement.  
28  
29 4. The parties agree that the terms of this Agreement include the entire Agreement between the parties  
30 and as such, shall exclusively bind the parties. No other representations, either oral or written, may be  
31 used to contradict the terms of this Agreement.  
32  
33 5. Any notices or communications required or permitted herein shall be sufficiently given if sent by  
34 Registered or certified mail, return receipt request, postage prepaid, addressed as follows:  
35

36 As to the County:

37 Kim Benjamin, Community Development Manager  
38 Fulton County Community Development Department  
39 137 Peachtree Street, SW, Suite 300  
40 Atlanta, GA 30303  
41

42 As to the Subrecipient:

43  
44 Elizabeth Carr-Hurst, Mayor  
45 City of Fairburn  
46 56 Malone Street  
47 Fairburn, Georgia 30213  
48  
49  
50

51 Alternatively, such other address as shall be furnished by such notice of the other party.  
52

53 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**



IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

**CITY OF FAIRBURN**

Elizabeth Carr-Hurst  
Elizabeth Carr-Hurst, Mayor  
City of Fairburn

**FULTON COUNTY**

Robert L. Pitts  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**ATTEST**

Arika Birdsong-Miller  
Arika Birdsong-Miller, City Clerk  
City of Fairburn

**ATTEST**

Tonya A. Grier  
Tonya A. Grier, Interim Clerk to the Commission  
Fulton County Board of Commissioners

**DATE:** March 18, 2020

**DATE:** 6/3/2020

**SEAL:**



**SEAL:**

**APPROVED AS TO CONTENT:**

Pamela Roshell  
Dr. Pamela Roshell, Interim Director  
Department of Community Development



**APPROVED AS TO FORM:**

Walt Turner  
City Attorney

**APPROVED AS TO FORM:**

Patricia C. Holt  
Office of the County Attorney

**DATE:** 3-20-2020

**DATE:** 5/27/2020

**Fulton County Community Development Block Grant Program**  
**Attachment A: Statement of Work**  
**City of Fairburn – Dodd Street Utility Relocation Project**

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**PROJECT NAME/DESCRIPTION:**

This project consists of the infrastructure/utility relocation required for the City of Fairburn to install sidewalks on the north side of Dodd Street (from W. Campbellton St. to Orchard St.) on a future project. In order to do so it is required to relocate the existing utilities to provide the necessary clear space for the proposed sidewalk.

Dodd Street is a major thoroughfare within the Lightning Community and it is used by the residents in the area to access the goods, services and various amenities located in the downtown area. It is important to note that the City of Fairburn's Livable Centers Initiative (LCI) study calls for the installation of sidewalk on both sides of Dodd Street. This completion of this proposed project will aid in satisfying some of the recommendations contained within the aforementioned study.

The service area of the Fairburn program is approximately 500 homes within the quarter-mile radius of the project limits. Based on our occupancy records, we anticipate this project will positively impact over 1,000 residents in the area. Job creation is most likely negligible; however, the project will create work for approximately 20 employees, contractors, and suppliers. Because the intent of the project is to complete a construction project and create a fixed asset, no continuing employment will be affected by it.

The City of Fairburn completed a planning initiative in 2009, with significant public involvement, which identified projects such as these as being priorities for the Lightning neighborhood. This program is the result of the 2009 Livable Centers Initiative (LCI) study and aligns with the recommendations identified in the short-term strategies for the City as we forward to improve the Lightning District.

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The total cost of work proposed as stated above is \$290,000.00.

**Target Population:** The target population for the pedestrian improvement project (public infrastructure improvements) as described above are the residents of Fairburn. The City currently has 1,038 residents residing in census tract 105.14, of which all are categorized as low/moderate income levels. The stated census tract is within the project activity area.

**National Objective:** The CDBG national objective being addressed is to provide to low/moderate income persons under area benefit qualified by median income of the target population census tracts. City of Fairburn which has a median income of \$43,886.



**Fulton County Community Development Block Grant Program**  
**ATTACHMENT B: Project Implementation Schedule**  
**City of Fairburn – Dodd Street Utility Relocation Project**

FACILITY/IMPROVEMENT PROVISIONS	TASKS	TARGET COMPLETION DATE
Scoping Phase	Engineering/Community Development	05/01/19
Request for Proposal from Consultants	Engineering/Community Development	02/21/20
Selection of A&E/Consultant	Engineering/Community Development	03/13/20
Design Phase by Architect/Engineer	Engineering/Community Development	04/17/20
Environmental Screening	Engineering/Community Development	04/17/20
Construction Drawings/Bid Package Preparation	Engineering/Community Development	04/17/20
Solicitation of Bids	Engineering/Community Development	04/29/20
Cost and Price Analysis/Bid Evaluation	Engineering/Community Development	05/29/20
Notice of Award	Engineering/Community Development	06/12/20
Notice to Proceed	Engineering/Community Development	06/26/20
Contract Administration	Engineering/Community Development	06/26/20
Contract Provisions	Engineering/Community Development	06/26/20
Contract Start Date	Engineering/Community Development	06/26/20
Project Mid-Status	Engineering/Community Development	08/07/20
Project Completion	Engineering/Community Development	09/28/20

# Fulton County Community Development Block Grant Program

## ATTACHMENT D: Quarterly Performance Report

Municipality: City of Fairburn CDBG Funding Year: 2018  
Project Name: Dodd Street Utility Relocation Project  
Administering Department: City of Fairburn  
Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_

I. *Project Status:*

CDBG allocation amount: \$162,487.00

Number of Contracts Awarded: \_\_\_\_\_ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ \_\_\_\_\_

Agency's Local Match project fund balance: \$ \_\_\_\_\_

Date of Construction start-up: \_\_\_\_\_

Date of Notice to Proceed (if different): \_\_\_\_\_

Number of days worked on project: \_\_\_\_\_

Percentage (%) of project complete: \_\_\_\_\_ %

Percentage (%) of CDBG funds spent: \_\_\_\_\_ %

Number of employees/workers on the job site: \_\_\_\_\_

Number of subcontractors on site: \_\_\_\_\_

Number of subcontractor's employees on site: \_\_\_\_\_

Wage decision or modification in use: \_\_\_\_\_

Number of submitted payrolls within reporting period: \_\_\_\_\_

Number of draw downs within reporting period: \_\_\_\_\_

Total amount of draw downs to date: \$ \_\_\_\_\_

CDBG remaining balance: \$ \_\_\_\_\_

Anticipated project completion date: \_\_\_\_\_

II. *Narrative Description of Project Progress (attach additional sheets as necessary):*

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III. *Project Issues, Considerations, or Problems (attach additional sheets as necessary):*

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## 1. BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1 <sup>st</sup> – March 31 <sup>st</sup>		April 1 <sup>st</sup> – June 30 <sup>th</sup>		July 1 <sup>st</sup> – Sept 30 <sup>th</sup>		Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>	
Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
<b>TOTAL</b>								

## 2. INCOME

### FY 2019 INCOME LIMITS SUMMARY

Fulton County, GA FY 2019 Median Income \$79,700  
Persons in Family

	1	2	3	4	5	6	7	8
Very Low Income (50%)	\$27,900	\$31,900	\$35,900	\$39,850	\$43,050	\$46,250	\$49,456	\$52,650
Extremely Low Income	\$16,750	\$19,150	\$21,550	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Low Income (80%)	\$44,650	\$51,900	\$57,400	\$63,750	\$68,850	\$73,950	\$79,050	\$84,150

FY 2019 Income Limit Category	Jan 1st – March 31st	April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 1 <sup>st</sup> – Sept 30 <sup>th</sup>	Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>
Extremely Low Income (0%-30% Median Income)				
Very Low Income (31%-50% Median Income)				
Low Income (51%- 80% Median Income)				
Low/Moderate Income (81%-100% Median Income))				
Greater than Low/Moderate Income				
<b>Total</b>				

## 3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a <b>NEW or Continued Access</b> to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received <b>IMPROVED ACCESS</b> to the service or benefit provided by the CDBG funded activity	
<b>Total</b>	

**4. LEVERAGED FUNDS:** Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	
--	--



**Submitted by:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**Date:**

**Title:**

**Approved by:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**Date:**

**Title:**

# Fulton County Community Development Block Grant Program

## ATTACHMENT D2: Year End Performance Report

Municipality: City of Fairburn CDBG Funding Year: 2018

Project Name: Dodd Street Utility Relocation Project

Administering Department: City of Fairburn

Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_

**I. Project Status:**

CDBG allocation amount: \$162,487.00

Number of Contracts Awarded: \_\_\_\_\_ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ \_\_\_\_\_

Agency's Local Match project fund balance: \$ \_\_\_\_\_

Date of Construction start-up: \_\_\_\_\_

Date of Notice to Proceed (if different): \_\_\_\_\_

Number of days worked on project: \_\_\_\_\_

Percentage (%) of project complete: \_\_\_\_\_ %

Percentage (%) of CDBG funds spent: \_\_\_\_\_ %

Number of employees/workers on the job site: \_\_\_\_\_

Number of subcontractors on site: \_\_\_\_\_

Number of subcontractor's employees on site: \_\_\_\_\_

Wage decision or modification in use: \_\_\_\_\_

Number of submitted payrolls within reporting period: \_\_\_\_\_

Number of draw downs within reporting period: \_\_\_\_\_

Total amount of draw downs to date: \$ \_\_\_\_\_

CDBG remaining balance: \$ \_\_\_\_\_

Anticipated project completion date: \_\_\_\_\_

**II. Narrative Description of Project Progress (attach additional sheets as necessary):**

---

---

---

**III. Project Issues, Considerations, or Problems (attach additional sheets as necessary):**

---

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Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)



A	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy  2 = Section 202/811	3 = Public/Indian Housing  A = Development  B = Operation C = Modernization		4 = Homeless Assistance  5 = HOME  6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered  9 = Other CD Programs 10 = Other Housing Programs	

**Description of Scope of Work:** Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

**Description of Specific use of CDBG funds:** Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

**Income Benefit:** Complete the following statement.

It is documented that \_\_\_\_\_ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, \_\_\_\_\_ clients/participants had household income levels at the 0-30% area median income (AMI) level; \_\_\_\_\_ clients/participants had household income levels at the 31-50% area median income (AMI) level; \_\_\_\_\_, and clients/participants had household income levels at the 51-80% area median income (AMI) level.



Census Tract(s) and Block Groups Impacted: \_\_\_\_\_

**Outcome Measurement System:** Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	<u>Outcome 1:</u> <b>Availability/Accessibility</b>	<u>Outcome 2:</u> <b>Affordability</b>	<u>Outcome 3:</u> <b>Sustainability</b>
<u>Objective #1:</u> <b>Suitable Living Environment</b>	€ Accessibility for the purpose of creating Suitable Living Environments	€ Affordability for the purpose of creating Suitable Living Environments	€ Sustainability for the purpose of creating Suitable Living Environments
<u>Objective #2:</u> <b>Decent Housing</b>	€ Accessibility for the purpose of providing Decent Housing	€ Affordability for the purpose of providing Decent Housing	€ Sustainability for the purpose of providing Decent Housing
<u>Objective #3:</u> <b>Economic Opportunity</b>	€ Accessibility for the purpose of creating Economic Opportunities	€ Affordability for the purpose of creating Economic Opportunities	€ Sustainability for the purpose of creating Economic Opportunities

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

**Title:** \_\_\_\_\_

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

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

# Fulton County Community Development Block Grant Program

## ATTACHMENT E: *Form HUD-4010 (07/2003)*

### Federal Labor Standards Provisions

U.S. Department of Housing

And Urban Development  
Office of Labor Relations

#### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)



**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) (2) (B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work



actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.



**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**THE DAVIS BACON ACT (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Labor standard provisions apply to any contract for the construction of 12 or more HOME-assisted units (Section 286, National Affordable Housing Act of 1990, as amended). Specifically:

### *Davis Bacon Wage Requirements*

#### *Acknowledgement Form*

☐ Affordable housing with 12 or more units assisted with funds made available under this subtitle. Unlike CDBG, the standard for coverage is “assisted” not “financed” – which provides for much broader application. The requirements are operable without regard to whether the HOME funds are used for construction or non-construction activities. Non-construction activities include real property acquisition, architectural and engineering fees, and other professional services.

☐ Any contract for the construction of affordable housing with 12 or more units assisted with HOME funds. Davis-Bacon requirements do not follow “construction work” or “projects”. This factor has two implications:

- First, a HOME project with 12 or more assisted units that is constructed under multiple contracts each containing less than 12 HOME units is not covered. (Note: HOME regulations prohibit breaking a single project into multiple contracts for avoiding Davis-Bacon.)
- Second, if multiple HOME projects each containing less than 12 assisted units are grouped into a contract(s) for construction that covers a total of 12 or more assisted units, the contract is covered.

In some cases, Davis-Bacon requirements may be triggered when HOME funds are used to provide down payment assistance to individual homebuyers. (See also HUD Regulations at 24 CFR 92.354(a)(2). This also recognizes that HOME projects can contain units that are not assisted by HOME. The threshold applies only to the number of units assisted by HOME. Once Davis-Bacon requirements are triggered, the labor standards are applicable to the construction of the entire project – including the portions of the project that are not assisted with HOME funds.

**DEPARTMENT OF LABOR REGULATIONS** The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in **29CFR Parts 1, 3, 5, 6 and 7**. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis- Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

**RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR** The principal contractor (also referred to as the *prime or general contractor*) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the Owner (Developer) only through the prime contractor.



**PRE-CONSTRUCTION CONFERENCE** Present the Federal statutory compliance requirements as well as performance expectations.

- Provide and review a copy of the “Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects.”
- Emphasize that A copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH- 1321) should be in a place at the job site that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips.
- Explain that apprentice or trainee rates cannot be paid unless the apprentice or training program is certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency recognized by BAT. If apprentices or trainees are to be used, the contractor must provide the grantee/PJ with a copy of the individuals' registration in the apprenticeship program.
- Explain that no payroll deductions can be made that are not specifically listed in the Copeland Anti-kickback Act provisions unless the contractor has obtained written permission of the employee.
- Describe the compliance monitoring that will be conducted during the project, and indicate that discrepancies and underpayments discovered as a result of compliance monitoring must be resolved prior to making final payment to the contractor. Remind the contractor that willful violations may be subject to contract termination and debarment from future contracts for up to three years. Failure to pay specified wages may result in contractor payments being withheld to satisfy liabilities for unpaid wages and liquidated damages.

**NOTICE TO PROCEED** Following execution of the contract documents and completion of the pre-construction conference, it is typical practice to issue a Notice to Proceed to the prime/general contractor to provide the date that work can begin and contract time for completion. The Notice to Proceed marks the start of contract performance and, if applicable, provides the basis for assessing liquidated damages (other than CWHSSA liquidated damages). The construction period and basis for assessing liquidated damages specified in the Notice to Proceed must be consistent with those sections of the contract documents. Note, however, that issuance of a Notice to Proceed is not mandatory. If a Notice to Proceed is not issued, an alternate method to provide notification of construction commencement is recommended.

**ON-SITE INTERVIEWS** to capture observations of the work being performed and to get direct information from the laborers and mechanics on the job as to the hours they work, the type of work they perform and the wage they receive.

- Interviews should occur throughout the course of the construction and include a sufficient sample of job classifications represented on the job as well as workers from various companies to allow for a reasonable judgment as to compliance. Information gathered during an interview is recorded on the Record of Employee Interview form (HUD-11).
- The interview should take place on the job site and be conducted privately Interviews are confidential. The interviewer should observe the duties of workers and take notes before initiating interviews. Employees of both the prime contractor and subcontractors should be interviewed.

**CERTIFIED PAYROLL REPORTS** The prime contractor is required to submit a weekly certified payroll report (CPR) to the County beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project “Final.”

**PAYROLL SUBMISSION AND REVIEW** Once construction starts, the general contractor must complete a weekly payroll report for its employees on the covered job and sign the Statement of Compliance. Make sure the



payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm, owner, officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; Xerox, pdf and other facsimiles are not acceptable. To ensure compliance, Grantees/PJs should review/ spot check payrolls to guarantee that workers are being paid no less than the prevailing Davis-Bacon wages and that there are no discrepancies or violations. The prime contractor is responsible for the full compliance of all subcontractors and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the County.

**PAYROLL RETENTION** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records; evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

**PAYROLLS AND BASIC RECORDS** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

**CONTRACT TERMINATION/DEBARMENT** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### **RECIPIENT ACKNOWLEDGEMENT AND STATEMENT OF UNDERSTANDING**

This is to acknowledge that I have reviewed the aforementioned standards regarding the Davis Bacon requirements. I understand that the above provides general guidelines and summary information about some of the wage provisions but it is not intended to be all inclusive of Davis Bacon labor standards. I also understand that it is my responsibility to read, understand, become familiar with, and comply with Davis Bacon standards that have been established by the U.S. Department of Housing and Urban Development (HUD). I further understand that HUD reserves the right to modify, supplement, rescind, or revise any standard or policy form time to time, with or without notice, as it deems necessary or appropriate and I am responsible for full compliance.

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Company Official

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Date



**Fulton County Community Development Block Grant Program**  
**ATTACHMENT F: Policy 100-28**  
**Georgia Security and Immigration Compliance Act (01/01/2010)**

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## **Georgia Security and Immigration Compliance Act**

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### **Policy**

It is the policy of Fulton County Government, its agencies, departments, and agents to comply with the Georgia Security and Immigration Compliance Act (GSICA), as amended from time to time. The Illegal Immigration and Reform Enforcement Act of 2011: requires Fulton County to require at a minimum, Subrecipients and sub-contractors to submit their E-Verify affidavits to the Subrecipients working on public projects. The Subrecipient then must forward affidavits to the local government within five days of receipt. The Department of Audits will create a form affidavit by August 1, 2011. Until Fulton County is in receipt of the forms, the Subrecipients shall submit forms indicated as "Affidavit Verifying Status of Benefit Applicant, City's Affidavit, Subrecipient's Affidavit and Subcontractor's Affidavit" attached hereto.

This law requires Fulton County to enforce among other measures, the Illegal Immigration and Reform Enforcement Act of 2011:

### **HB 87 ILLEGAL IMMIGRATION REFORM**

- Requires Subrecipients and sub-subcontractors to submit their E-Verify affidavits to the Subrecipients working on public projects. The Subrecipient then must forward affidavits to the local government within five days of receipt. The Department of Audits will create a form affidavit by August 1, 2011.
- Requires local governments to submit E-Verify compliance reports to the state auditor annually by December 31. If the auditor finds a violation in this reporting, the county or city has 30 days to demonstrate compliance or will lose their qualified local government status. Local governments in disagreement may seek relief through the Office of State Administrative hearings. Counties will not be held responsible for the failure of Constitutional Officers failing to abide by this requirement.
- Creates an offense of aggravated identify fraud for those knowingly using fake identification to obtain employment with the punishment being from 1-15 years in prison and a fine of up to \$250,000.
- Authorizes law enforcement officers to verify, through one of several listed documents or immigration verification programs, the immigration status of those they have probable cause to suspect of committing a criminal offense. If the person is found to be an illegal immigrant, the officer may take any action authorized by state or federal law, and has immunity from damages or liability in the process.
- Allows, local law enforcement agencies to arrest any person for a violation of federal immigration law when authorized by federal law.
- Requires private businesses with more than 10 employees to sign an affidavit and attest they are registered to use E-Verify in order to obtain or renew a local business license, occupation tax certificate or other document required to operate a business. Counties and cities must file a report annually, to the Department of Audits, which identifies each license or certificate they issued during the year - to include the name of the person and business and their E-Verify number. Any person, including county employees, who knowingly violate this reporting requirement, shall be guilty of a misdemeanor.
- Requires any applicant who applies for a public benefit (or who must provide identification for any official purpose) to provide secure and verifiable documents to the county to prove their legal status. Local government employees in willful violation are guilty of a misdemeanor. Each year the Attorney General will provide a list of "secure and verifiable" documents.
- Creates the Immigration Enforcement Review Board, attached to the Department of Audits, which will take complaints, investigate and enforce the provisions of this Act.

## Background

Senate Bill 529, the “Georgia Security and Immigration Compliance Act” of 2006, established new work eligibility verification requirements for Fulton County and its Subrecipients and subcontractors, effective July 1, 2007. The Act further prohibited the provision of certain services or benefits to any adult without a verification of their immigration status. Additionally, GSCIA required the County to make a reasonable effort to verify the immigration status of any foreign national charged with and jailed for a felony or DUI.

During the 2009 Legislative Session, House Bill 2 amended several sections of the Georgia Code that make up the GSCIA. Effective January 1, 2009, HB 2 --

- Mandates public employers to post their federal identification number and date of authorization on their website;
- Requires a signed, notarized affidavit from Subrecipients attesting registration and participation in E-Verify;
- Defines the term “applicant” for public benefits;
- Expands the definition of “public benefits”;
- Clarifies the annual reporting requirement;
- Calls for a reasonable effort to determine a person’s nationality when any person is confined in compliance with Article 36 of the Vienna Convention on Consular Relations.
- Directs the County Jailer to inform a foreign national prisoner of their right to have their native country’s local consular office notified of their detention and to allow a consular officer from their native country to visit, converse, correspond, and arrange for legal representation; and
- Establishes penalties for noncompliance.

## Applicability

Effective January 1, 2010, this policy will apply to Fulton County departments and agencies, Subrecipients, and to the staffs of elected officials.

## Definitions

- (1) *Applicant* means any person 18 years of age or older, who has made application for access to public benefits on behalf of an individual, business, corporation, partnership, or other private entity.
- (2) *Subrecipient* means Subrecipients, contract employees, staffing agencies, or subcontractors.
- (3) *Public benefit* means –
  - a). any grant, contract, loan, professional license, or commercial license provided by Fulton County or by appropriated funds of the United States, State of Georgia or Fulton County;
  - b). Any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments of assistance are provided to an individual, household, or family eligibility unit by an agency of Fulton County government, or by appropriated Federal, State or County funds including –
    - Adult education
    - Authorization to conduct a commercial enterprise or business
    - Business certificate, license or registration
    - Business loan
    - Cash allowance
    - Disability assistance or insurance
    - Down payment assistance
    - Energy assistance
    - Food stamps
    - Gaming license
    - Health benefits
    - Housing allowance, grant, guarantee or loan



- Loan guarantee
- Medicaid
- Occupational license
- Professional license
- Registration of a regulated business
- Rent assistance or subsidy
- State grant or loan
- Tax certificate required to conduct a commercial business
- Temporary assistance for needy families (TANF)
- Unemployment insurance
- Welfare to work

(4) *Foreign national* means any individual who is a citizen of a country other than the United States.

(5) *Qualified alien* means –

- a). an alien who is lawfully admitted for permanent residence under the federal Immigration and Nationality Act (INA);
- b). an alien who is granted asylum under Section 208 of the INA;
- c). a refugee who is admitted to the United States under Section 207 of the INA;
- d). an alien who is paroled into the United States under Section 212(d) (5) of the INA for a period of at least one year;
- e). an alien whose deportation is being withheld under Section 243(h) of the INA (as in effect prior to April 1, 1997) or whose removal has been withheld under Section 241(b)(3);
- f). an alien who is granted conditional entry pursuant to Section 203(a)(7) of the INA as in effect prior to April 1, 1980;
- g). an alien who is a Cuban/Haitian Entrant as defined by Section 501(e) of the Refugee Education Assistance Act of 1980; and
- h). an alien who has been battered or subjected to extreme cruelty, or whose child or parent has been battered or subject to extreme cruelty.

(6) *Systematic Alien Verification for Entitlements Program* (SAVE) means an intergovernmental information sharing initiative of the United States Department of

Homeland Security designed to assist in determining a non-citizen applicant's immigration status.

## **Responsibilities and Procedures**

(1) *Generally.*

- a). All appointing authorities shall verify the immigration status of every newly hired employee according to County Policy 100-27.
- b). All agencies providing a public benefit shall register with the SAVE program at <https://save.uscis.gov/Registration>, enter into a Memorandum of Understanding with the SAVE program, and establish a purchase order for the payment of transaction fees.
- c). All agencies providing a public benefit, shall verify the lawful presence of every person 18 years of age or older who applies for state or local public benefits by requiring each applicant to execute an affidavit in the format attached as "Attachment A", affirming that he or she is a legal permanent resident, or a qualified alien lawfully present in the United States. The affidavit is presumed to be proof of lawful presence until eligibility verification is made through the federal Systematic Alien Verification Entitlement (SAVE) program.
- d). All agencies providing a public benefit shall verify the lawful status of all applicants stating that they are aliens lawfully present in the United States through the SAVE program.
- e). All applicants that are not lawfully present in the United States shall be ineligible to receive public benefits.

e). Verification of lawful presence is not required for the following benefits:

- Treatment of emergency medical conditions;
- Short-term, non-cash emergency disaster relief;
- Immunizations;
- Certain in-kind services, such as soup kitchens, short-term shelter, crisis counseling and intervention provided by public and nonprofit agencies that are necessary for the protection of life or safety;
- Prenatal care;
- Postsecondary education under specified circumstances;
- Certain community development assistance or financial assistance programs administered by HUD;
- Other Federal programs including certain social security and Medicare benefits under specified conditions.

(2) *Office of the County Attorney.* The Office of the County Attorney shall –

- a). Require each contract or agreement for the performance of services between Fulton County and a Subrecipient or subcontractor to include a provision stating that compliance with OCGA § 13-10-91 is a condition of the contract and directs the Subrecipient or subcontractor to register and participate in a Federal work authorization program.
- b). Ensure that each agreement between Fulton County and a Subrecipient/subcontractor for the performance of services includes an executed affidavit verifying compliance with OCGA § 13-10-91 in the form provided for in Attachments “F-1” and/or “F-2”.

(3) *Office of Intergovernmental Affairs.* The Office of Intergovernmental Affairs shall --

- a). Submit to the Board of Commissioners for its approval during a Regular or Recess Meeting in December of each year, a report documenting Fulton County’s compliance with the GSICA.
- b). Provide an annual report on or before January 1 to the Georgia Department of Community Affairs (DCA), in a format prescribed by DCA, documenting Fulton County’s compliance with the GSICA, and identifying each public benefit administered by Fulton County.

(4) *Department of Information Technology.* The Department of Information Technology shall post the County’s federally issued identification number (58-6001729) and date of authorization (*date to be provided*) on the County’s website.

(5) *Personnel Department.* The Personnel Department shall monitor new employee work eligibility as required by OCGA § 13-10-91.

(6) *Department of Purchasing and Contract Compliance.* The Department of Purchasing and Contract Compliance shall –

- a). Require all Subrecipients and subcontractors to register and participate in the federal work authorization program “E-Verify”. No Subrecipient shall perform any services unless the Subrecipient or subcontractor registers and participates in a federal work authorization program.
- b). Require a signed, notarized affidavit from Subrecipients attesting to their registration and participation in the E-Verify program before considering a bid from the subcontractor for the performance of any service.

(7) *Sheriff’s Office.* The Fulton County Sheriff’s Office shall –

- a). Make a reasonable effort to determine the nationality of a person confined to the Fulton County Jail for any period of time and charged with a felony, DUI, driving without a license, or a serious misdemeanor.
- b). If the Jail identifies the prisoner as a foreign national, the Sheriff’s Office shall make a reasonable effort to determine if the detainee has been lawfully admitted into the United States, and if lawfully admitted, that such lawful status has not expired.
- c). Inform a detained foreign national of their right to have their native country’s local consular office notified of their detention and of their right to have a consular officer from their country arrange for legal representation.



- d). Contact the Law Enforcement Support Center of the United States Department of Homeland Security within 48 hours if verification of lawful status cannot be made from documents in possession of the detainee.
- e). Release from custody, pursuant to the admissions and release policies of the Fulton County Sheriff's Office, a detained foreign national unless the Jail receives a valid notification of pending charges from the United States Department of Homeland Security or another agency.
- f). Follow the guidelines and procedures developed by the Georgia Sheriff's Association pertaining to the determination of national and immigration status of certain persons admitted into the Fulton County Jail.

**Departmental Sponsor:** Office of the County Manager.

**Policy Review Date:** December 31, 2014

#### **References**

- Vienna Convention on Consular Relations, Article 36 "*Communication and Contact with Nationals of the Sending State*"
- 8 U.S.C. § 1611, 1621 and 1623
- 42 U.S.C. § 1396 b(v)(30)
- Immigration Reform and Control Act of 1986, Public Law 99-603
- Georgia Security and Immigration Compliance Act of 2006, Act 457 2006 Georgia General Assembly
- Official Code of Georgia sections 13-10-90, 13-10-91, 42-4-14, 50-13-1, 50-36-1
- Georgia Department of Labor Rules § 300-10-1-01 through 300-10-1-.09
- Fulton County Policy 100-27, "*Immigration Reform and Control Act (IRCA)*"

#### **Attachments**

Attachment F-1: Applicant for Public Benefits Affidavit

Attachment F-2: Subrecipient/Subcontractor/Sub Sub-subcontractor Affidavit

# Affidavit Verifying Status of Benefit Applicant

☒ I am a United States citizen or legal permanent resident 18 years of age or older;

\_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, 18 years of age or older and lawfully present in the United States. My alien number issued by the U.S. Department of Homeland Security or other federal immigration agency is \_\_\_\_\_

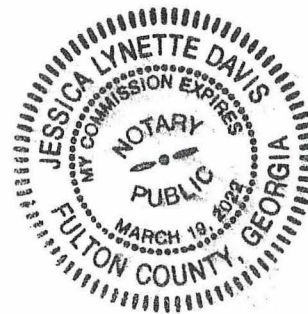
Elizabeth Carr-Hurst  
Signature of Applicant

3/18/20  
Date

Elizabeth Carr-Hurst  
Printed Name

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE  
18 DAY OF March, 2020.

Notary Public  
My Commission Expires:  
3/19/22





**Fulton County Community Development Block Grant Program**  
**ATTACHMENT F-2: Policy 100-28**  
**Georgia Security and Immigration Compliance Act (01/01/2010)**

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## **Subrecipient Affidavit**

By executing this affidavit, the undersigned Subrecipient verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that **City of Fairburn** (hereinafter "Prime Subrecipient") engaged in the physical performance of services under a contract with **Fulton County Government** has registered with and is authorized to use the federal work authorization program\* [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 (IRA), [P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91]. The Prime Subrecipient further declares that it is actively using and will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, the Prime Subrecipient will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit attached hereto. The Prime Subrecipient further agrees to maintain records of such compliance and provide a copy of each verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
EEV/Basic Pilot Program\* Date of Authorization

*Elizabeth Carr Hurst*  
BY: Authorized Officer of Agent  
(**Insert Prime Contractor Name**)

*Mayor*  
Title of Authorized Officer or Agent of Prime Contractor

*Elizabeth Carr-Hurst*  
Printed Name of Authorized Officer or Agent

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE

18 DAY OF March, 2020



Notary Public

My Commission Expires:

March 19, 2022

NOTE:

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)



By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **City of Fairburn** on behalf of **Fulton County Government** has registered with and is authorized to use the federal work authorization program\* [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 (IRA), [P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91]. The Subcontractor further declares that it is actively using and will continue to use the federal work authorization program throughout the contract period.

EEV/Basic Pilot Program\* User Identification Number

EEV/Basic Pilot Program\* Date of Authorization

Elizabeth Carr-Hurst  
BY: Authorized Officer of Agent

(Insert Subcontractor Name)

Mayor  
Title of Authorized Officer or Agent of Subcontractor

Elizabeth Carr-Hurst  
Printed Name of Authorized Officer or Agent

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE  
18 DAY OF March, 2020



By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **City of Fairburn** on behalf of **Fulton County Government** has registered with and is authorized to use the federal work authorization program\* [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 (IRA), [P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91]. The Sub Subcontractor further declares that it is actively using and will continue to use the federal work authorization program throughout the contract period.

155 326

EEV/Basic Pilot Program\* User Identification Number

July 1, 2007

EEV/Basic Pilot Program\* Date of Authorization

BY: Authorized Officer of Agent

(Insert Sub Subcontractor Name)

Elizabeth Carr-Hurst

Title of Authorized Officer or Agent of Sub Subcontractor

Elizabeth Carr-Hurst


Printed Name of Authorized Officer or Agent

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE

18 DAY OF March, 2020.







Notary Public

My Commission Expires:

March 19, 2022

**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

**Fulton County Community Development Block Grant Program**  
**ATTACHMENT G: Form HUD 60002 (06/2001)**

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**Compliance with Section 3 Assurance**

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 8080(e) (6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Upon signing this document, recipients receiving Federal financial assistance for Housing and Community Development projects and activities covered by Section 3, will adhere to the reporting requirements as specified by 24 CFR Part 135 and HUD Form 60002.

**If the recipient agency [Fulton County] receives Section 3 covered funding and invests these funds into covered projects/activities, but no individual contract with a subrecipient exceeds \$100,000.00 responsibility for complying with Section 3 only applies to the recipient agency and not to the subrecipient.**

Signature of Authorized Certifying Official	Applicant
X <i>Elizabeth Carr-Hurst</i>	City of Fairburn
Title	Date
Elizabeth Carr-Hurst, Mayor	3/18/2020



# Fulton County Community Development Block Grant Program

## ATTACHMENT G-2: Section 3 Reporting Requirements Summary

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### ANNUAL SECTION 3 SUMMARY REPORTING REQUIREMENTS

#### FOR RECIPIENTS OF HUD COMMUNITY PLANNING & DEVELOPMENT FUNDING

\*TECHNICAL ASSISTANCE ON FORM HUD-60002

#### Why HUD Enforces Section 3?

Each year the U.S. Department of Housing and Urban Development invests billions of federal dollars into distressed communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist families achieve the American Dream.

The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities not only provide “bricks and mortar”, but can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD’s legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

Further, as a condition of receiving HUD Community Planning and Development assistance, recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b). Accordingly, the Department has the legal responsibility to monitor recipients for compliance and can impose penalties upon those that fail to meet these obligations.

#### Applicability of Section 3 to Community Planning & Development Assistance

The requirements of Section 3 apply to recipients of HUD Community Planning and Development funding exceeding **\$200,000**.

Section 3 covered projects are those in which a (or aggregate) amount of covered funding exceeding \$200,000, is invested into activities involving **housing construction, demolition, rehabilitation, or other public construction—i.e., roads, sewers, community centers, etc.**

[Example: Section 3 applies to the combined investment of more than \$200,000 into multiple single-family housing rehabilitation projects during a program year].

Subrecipients, Contractors or subcontractors that receive contracts in excess of **\$100,000** for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients.

If the recipient agency receives Section 3 covered funding and invests these funds into covered projects/activities, but no individual contract exceeds \$100,000, responsibility for complying with Section 3 only applies to the recipient.

Accordingly, the recipient must attempt to reach the Section 3 minimum numerical goals found at 24 CFR Part 135.30 by: 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

### Section 3 Covered Community Planning and Development funding

- Community Development Block Grants (CDBG)
- Home Investment Partnership Assistance
- Housing Opportunities for Persons with Aids (HOPWA)
- Economic Development Initiative (EDI)
- Brownfield Economic Development Initiative (BEDI)
- Emergency Shelter Grants
- Homeless Assistance
- University Partnership Grants
- Neighborhood Stimulus Program (NSP)
- Certain Grants Awarded Under HUD Notices of Funding Availability (NOFAs)

\*NOTE: The requirements of Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Section 3 applies to the **entire** covered project or activity regardless of whether the activity was fully or partially funded with covered assistance.

### Section 3 Covered Recipient Agencies

“Recipient” refers to any entity that receives Section 3 covered financial assistance directly from HUD or from another recipient and includes, but is not limited to any of the following:

- States; Units of Local Government; Native American Tribes; or other Public Bodies
- Public or Private Nonprofit Organizations
- Private Agencies or Institutions
- Mortgagors; Developers; Limited Dividend Sponsors; Builders; Property Managers; Community Housing Development Organizations
- Successors, assignees, or transferees of any such entity listed above
- Recipients do **NOT** include any ultimate beneficiary under the HUD program that Section 3 applies and does **NOT** refer to contractors.

### Triggering the Requirements of Section 3

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.



## Recipient Responsibilities Pursuant to Section 3

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3; and
8. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

In addition to the responsibilities described above, **State and County agencies or consortia** that distribute covered funds to units of local government, nonprofit organizations, or other subrecipients, must attempt to reach the minimum numerical goals set forth at 24 CFR Part 135.30, regardless of the number of subrecipients that receive covered funding. State or County agencies must also do the following:

1. Inform subrecipients about the requirements of Section 3;
2. Assist subrecipients and their contractors with achieving compliance;
3. Monitor subrecipients' performance with respect to meeting the requirements of Section 3; and
4. Report to HUD on the cumulative Section 3 activities taking place within their jurisdiction on an annual basis.

## Section 3 Residents and Business Concerns

### Section 3 Residents Are:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

### Section 3 Business Concerns Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above.

Recipients can use their discretion for determining the type of verification that is required by prospective Section 3 residents and business concerns. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

### Section 3 Summary Reports (Form HUD-60002)

Annually, each direct recipient of Community Planning and Development funding is required to submit form HUD-60002 to HUD's Economic Opportunity Division in Washington, DC. , preferably online from the following website: [www.hud.gov/section3](http://www.hud.gov/section3).

**Due Date:** Form HUD-60002 is due at the same time as annual performance (e.g., CAPERS) reports

The Section 3 Summary Report shall follow the same program, fiscal, or calendar year as the annual performance report and should correspond to the covered projects and activities that were administered during the reporting period.

**NOTE:** Section 3 reports must be submitted by all agencies that receive Community Planning and Development funding in excess of \$200,000 whether the requirements were triggered or not.

### Determining What Should Be Reported on Form HUD-60002

Section 3 Annual Summary Reports are intended to measure each recipient's efforts to comply with the statutory and regulatory requirements of Section 3 in its own operations **AND** those of its covered contractors, subcontractors, and subrecipients. Each submission of form HUD-60002 should indicate the following:

- The total dollar amount of HUD funding that was received by the recipient for covered projects/ activities during the specified reporting period.
- The total number of new employees that were hired by the recipient and/or its covered contractors, subcontractors, and subrecipients, as a result of performing or completing covered project/activities.
- The number of new employees that were hired by the recipient (or its covered contractors, subcontractors, and subrecipients), as a result of covered projects/activities, that met the definition of a Section 3 resident.
- The total number of man hours worked on covered projects (optional).
- The aggregate number of hours worked by Section 3 residents on covered projects (optional).
- The total number of Section 3 residents that participated in training opportunities that were made available by the recipient agency, its contractors, subrecipients, or other local community resource agencies.
- The total dollar amount of construction and/or non-construction contracts (or subcontracts) that were awarded with covered funding.
- The dollar amount of the recipient's construction or non-construction contracts (or subcontracts) that were awarded to Section 3 business concerns.
- Detailed narrative descriptions of the specific actions that were taken by the recipient (or its covered contractors, subcontractors, subrecipients, or others) to comply with the requirements of Section 3 and/or meet the minimum numerical goals for employment and contracting opportunities.

### Section 3 Reporting and Compliance Determinations

Absent evidence to the contrary, the Department considers recipients of covered funding to be in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.30. Specifically:

- a. 30 percent of the aggregate number of new hires shall be Section 3 residents;
- b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
- c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

**Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so.** Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.



Recipients that submit Section 3 reports containing **all zeros**, without a sufficient explanation to justify their submission, are in **noncompliance** with the requirements of Section 3.

Failure to comply with the requirements of Section 3 may result in sanctions, including: debarment, suspension, or limited denial of participation in HUD programs pursuant to 24 CFR Part 24.

Recipients that are subject to annual A-133 Audits may also receive an audit finding for failure to submit form HUD-60002 to HUD.

### **Important Notes for Submitting Form HUD-60002**

- Recipients must submit a separate form HUD-60002 for each type of covered funding (separate reports must be submitted for CDBG and HOME funding).
- Use the online Section 3 Summary Reporting System at: [www.hud.gov/section3](http://www.hud.gov/section3) to ensure that form HUD-60002 is received by the Economic Opportunity Division in HUD Headquarters in a timely manner.
- The “reporting period” option in the online Section 3 Summary Reporting System (box #7) lists quarters but the Section 3 reporting is an annual requirement. Accordingly, recipients should select **Quarter 4** to document the total amount of covered activities/projects that were completed during the entire reporting period.
- If the recipient (or its covered contractors, subcontractors and subrecipients) did not hire any new employees during the reporting period, and/or if no covered construction or non-construction contracts were awarded, the recipient must indicate this in Part III of form HUD-60002 and certify that this information is true and accurate by penalty of law.

### **Where Are Reports Submitted**

Form HUD-60002 must be submitted to HUD’s Economic Opportunity Division, in Washington, DC. Recipients are strongly encouraged to submit form HUD-60002 online at: [www.hud.gov/section3](http://www.hud.gov/section3).

Recipients can also download a hard copy of form-HUD 60002 from the website listed above. Hard copies shall be submitted via fax or mail to:

U.S. Department of Housing and Urban Development  
Attn: Economic Opportunity Division  
451 Seventh Street, SW  
Room 5235  
Washington, DC 20410  
202-708-1286 (fax)

### **Additional Section 3 Guidance and Technical Assistance**

The Economic Opportunity Division is committed to providing recipient’s guidance and technical assistance for compliance with the requirements of Section 3.

For additional information, please visit the Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3). This webpage provides the following tools and information:

- Section 3 Statute—12 U.S.C. 1701u
- Section 3 Regulation—24 CFR Part 135
- Frequently Asked Questions
- Section 3 Model Programs
- Guidance on Section 3 and Economic Stimulus Funding

- Guidance on Section 3 and the Neighborhood Stimulus Program (NSP)
- Sample Section 3 Certification Forms (residents and business concerns)
- Link to HUD's Local Income Eligibility Calculator
- Link to Section 3 Annual Reporting System (form HUD-60002)
- Downloadable Forms
- Contact Information for Economic Opportunity Division staff
- Email inquiries on Section 3 can be sent to [section3@hud.gov](mailto:section3@hud.gov)



**Fulton County Community Development Block Grant Program**  
**ATTACHMENT H: Form HUD 40076 RHED (03/2002)**


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**Environmental Review Assurances**

The award of funds under this program is subject to the environmental review requirements of 24 CFR part 50. These requirements only apply to grant-funded projects fully or partially funded by HUD, undertaken by grantees and all tiers of subgrantees and subcontractors.

When a project is limited to activities described in 24 CFR 50.19, it does not require an environmental review. All other activities (for example, acquisition of real property, construction, and alteration) are subject to an environmental review. Since the approval of the initial grants in this program must occur prior to the identification of properties to be treated, as is provided for in 24 CFR 50.3(h), the applicant hereby agrees that it will assist Fulton County CDBG (FC CDBG) Program to comply with 24 CFR part 50, and that the applicant shall:

1. Advise FC CDBG Program of all projects requiring a review under 24 CFR part 50 prior to their approval and supply FC CDBG Program with all available and relevant information necessary for FC CDBG Program to perform for each property any environmental review required by 24 CFR part 50;
2. Carry out mitigating measures required by FC CDBG Program or select an alternate property or project;
3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend FC CDBG Program or local funds for these program activities on a HUD-assisted project until FC CDBG Program has completed an environmental review to the extent required under 24 CFR 50 and has given notification of its approval in accordance with 24 CFR 50.3(h) (3); and
4. Include the above requirements in all subgrants and subcontracts.

Signature of Authorized Certifying Official	Applicant
X 	City of Fairburn
Title	Date
Elizabeth Carr-Hurst, Mayor	3/18/20

## Fulton County Community Development Block Grant Program

### ATTACHMENT I: 2 CFR Part 200

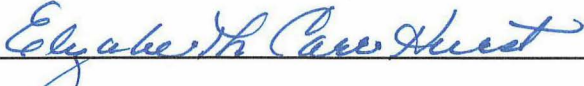
The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2018 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of Fairburn
2	Subrecipient DUNS Number	099631004
3	Federal Award Identification Number (FAIN)	B-18-UC-13-0003
4	Federal Award Date	01/01/2018
5	Subaward Period of Performance Start	01/01/2018 start date 9/1/2025 end date
6	Amount of Federal Funds Obligated by This Action	\$162,487.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$162,487.00
8	Total Amount of the CDBG Federal Award	\$1,228,219.51
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Funds for this project shall be specifically used for Dodd Street Underground Utility Relocation.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles  Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name ( identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.  Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.



17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Fairburn is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 ( <i>Statement of Work</i> ) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of <i>Attachment C</i> in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Signature of Authorized Certifying Official	Applicant City of Fairburn
X 	
Title Elizabeth Carr-Hurst, Mayor	Date 3/18/20



FULTON COUNTY  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
Community Development Block Grant Program  
137 Peachtree Street, Suite 300  
Atlanta GA, 30303



**AN AGREEMENT BETWEEN FULTON COUNTY  
and  
Union City  
STATE OF GEORGIA, COUNTY OF FULTON**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-18-UC-13-0003

City of Union City DUNS Number: 080632276

Federal Award Date: 01/01/2018

Total Fulton County 2019 CDBG Municipality Agreement: \$162,487.00

**THIS AGREEMENT**, between Fulton County, Georgia, the Department of Community Development (hereinafter referred to as “the County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and **Union City** (hereinafter referred to as “the Subrecipient”), a municipality organized and existing in Fulton County under the laws of the State of Georgia.

**WITNESSETH THAT:**

**WHEREAS**, on June 20, 2018 the Fulton County Board of Commissioners approved the 2018 Annual Action Plan and substantial amendments as part of the overall Fulton County 2015 – 2019 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974, as amended; and on March 18, 2020, the Board of Commissioners approved the Lester Road Pedestrian Improvements project via Agenda Item 20-0185.

**WHEREAS**, Union City has been provided CDBG funds by Fulton County for **Public Infrastructure Improvements** services as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

**WHEREAS**, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

**WHEREAS**, the year 2018 CDBG allocation awarded to Union City in the amount of **\$162,487.00**, shall be specifically used for Lester Road Pedestrian Improvements for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

**WHEREAS**, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

**WHEREAS**, this Agreement constitutes the contractual arrangement for said improvements and/or services that have been prepared for execution between the County and the City as consistent with the Fulton County's Consolidated Plan Annual Action Plan for fiscal year 2019 to support the 2015-2019 Consolidated Plan goals.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:



1 **SECTION 1.0 – STATEMENT OF WORK**

- 2
- 3 1. Under this Agreement, the Subrecipient shall provide the services under this Agreement in accordance
- 4 with the "Statement of Work" attached hereto and made a part hereof as *Attachment A*, consistent with
- 5 applicable federal rules and regulations governing the use of CDBG funds. Additionally, the
- 6 Subrecipient shall perform the work according to the "Implementation Schedule" attached hereto and
- 7 made a part hereof as *Attachment A*.
- 8
- 9 2. Under this Agreement, the Subrecipient shall perform the public facility or improvements work
- 10 according to the "Implementation Schedule," which shall be executed in accordance with the
- 11 Agreement. The "Implementation Schedule" was submitted in the Subrecipient's year 2018 CDBG
- 12 application and is attached hereto and made a part hereof as *Attachment B*.
- 13
- 14 3. Under this Agreement, the Subrecipient shall also provide a CDBG "Cost Reimbursement Budget" for
- 15 the project that is being executed with CDBG funds, as submitted in the Subrecipient's 2018 CDBG
- 16 application. The "Cost Reimbursement Budget" is attached hereto and made a part hereof as
- 17 *Attachment C*.
- 18
- 19 4. Under this Agreement, the Subrecipient shall submit, on not less than a monthly basis, a "Quarterly
- 20 Performance Report" detailing project progress as attached hereto and made a part hereof as
- 21 *Attachment D and Attachment D-2*.
- 22
- 23 5. All work described in *Attachments A, B, and C* must be consistent with applicable federal rules and
- 24 regulations governing the use of CDBG funds, and the Subrecipient shall ensure that none of the work
- 25 described constitutes a Program Administrative Cost.
- 26

27 **SECTION 2.0 – COMPENSATION FOR SERVICES AND WORK**

- 28
- 29 1. The County shall make reimbursement compensation for the services described in Section 1.0
- 30 (*Statement of Work*) herein, during the performance of this contract, in accordance with the "Cost
- 31 Reimbursement Budget" attached hereto and made a part hereof as *Attachment C*.
- 32
- 33 2. The County shall make payment to the Subrecipient upon conditional commitment of funds as the
- 34 project is subject to Environmental Review. Payment shall then be made through reimbursement of
- 35 costs incurred by the Subrecipient in the performance and execution of the services under this
- 36 contract. Payments shall be made timely upon the County's receipt of proper and sufficient
- 37 documentation of such costs and as satisfactory to the County. The County shall have the right not to
- 38 pay any request for reimbursement or part thereof if not properly supported, or if the costs requested
- 39 or a part thereof, as determined by the County, are reasonably in excess of the actual stage of
- 40 completion.
- 41
- 42 3. Such documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or
- 43 vouchers, mileage logs, etc.
- 44
- 45 4. This documentation, along with a written request for reimbursement and a statement of costs incurred
- 46 shall be submitted to the attention of the assigned Community Development Specialist at the Fulton
- 47 County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300,
- 48 Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with
- 49 the submission. One copy must be accompanied by documentation supporting the eligible costs.
- 50

51 **SECTION 3.0 – TERM OF AGREEMENT**

- 52
- 53 1. The completion date of this Agreement shall be on or before December 31, 2021, unless otherwise
- 54 extended in writing, terminated by mutual agreement, or by the County, or in accordance with other
- 55 terms and provisions contained herein. Any modifications to the term of the Agreement shall be
- 56 documented through an amendment process as outlined in the County's Citizen Participation Plan as
- 57 executed by the County. The term of this Agreement shall be in compliance with the Fiscal Year 2018-
- 58 2020 Cooperative Agreement between Fulton County and the City.
- 59

2. The completion date of this Agreement is computed on the basis that the Subrecipient is eligible to receive retroactive costs incurred on or after January 1, 2018. The United States Department of Housing and Urban Development (HUD) with the County will make funds available for eligible incurred costs upon execution of the year 2018 grant agreement.
3. Although the completion date shall be (24) months, on or before December 31, 2021, the County periodically reports CDBG accomplishments and expenditures to HUD. By November 1, 2020, HUD traditionally reviews the County's collective accomplishments and expenditures, thus the County strongly encourages all Subrecipient services and work to be near completion by September 15, 2020 with no less than seventy percent (70%) of its eligible reimbursement costs submitted appropriately for review.

#### **SECTION 4.0 - MODIFICATIONS TO AGREEMENT**

1. In the event the Subrecipient chooses to modify its pre-approved "Statement of Work" by adding or deleting a project, the Subrecipient shall submit to the County a written request for the approval of such changes 30 days after execution of the contract. No such modification shall become effective unless and until approved by the County in the form of a formal amendment to the Subrecipient's "Statement of Work".
2. Additions or deletions to the "Statement of Work", which have been approved as a part of the County's Consolidated Plan may be allowed one time per Fiscal Year, subject to County approval. The Subrecipient must submit its request within the time frame referenced above.
3. The County must adhere to 24 CFR 91.505 "Amendments to the Consolidated Plan". The Subrecipient's failure to request modifications 30 days after execution of the contract shall result in the County's automatic denial of any such modifications to said Agreement and shall be construed as the Subrecipient's failure to properly and timely fulfill its obligations under this Agreement and will result in the County's right to exercise its options under Section 6.0 (*Termination of Agreement for Cause*) of this Agreement.
4. This Agreement constitutes the entire contractual arrangement between the County and the Subrecipient, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the County's and the Subrecipients' duly authorized representatives.
5. Further, in the event of any material change or modification in the Subrecipient's Agreement or agreement with any other funding source during the course of this Agreement, the Subrecipient shall immediately notify the County of such change. In such event, the County shall have the right to terminate its obligations under this Agreement, discontinue future funding hereunder, and demand the refund or return of funds previously advanced.

#### **SECTION 5.0 – EXTENSIONS**

In the event the Subrecipient determines that it cannot begin projects as scheduled or complete projects within the time frame indicated by the Subrecipient in Attachment B, no extension will be granted.

#### **SECTION 6.0 – SUSPENSION OF WORK**

1. The County may by written notice to the Subrecipient suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Subrecipient must unless the notices requires otherwise: (i) immediately discontinue suspended services; (ii) place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and (iii) take any other reasonable steps to minimize costs associated with the suspension.



- 1  
2 2. The County may elect to resume suspended service upon written notice to the Subrecipient. Upon  
3 receipt of notice to resume suspended services, the Subrecipient will immediately resume performance  
4 under this Agreement as required in the notice.  
5  
6

7 **SECTION 7.0 – TERMINATION OF AGREEMENT**  
8

9 **1. Termination for Cause**  
10

11 Time is of the essence and if, through any cause, the Subrecipient shall fail to fulfill in a timely and  
12 proper manner its obligations under this Agreement, or in the event that any of the provisions or  
13 stipulations of this Agreement are violated by the Subrecipient, the County shall thereupon have the  
14 right to terminate this Agreement by providing written notice to the Subrecipient of the County's intent  
15 to terminate the Agreement, specifying the reasons for such intention for termination. Unless within  
16 ten (10) calendar days after serving of such notice (by hand delivery or posting in the U.S. Mail) to the  
17 Subrecipient such violation or delay shall cease or arrangements for correction satisfactory to the  
18 County be made, the Agreement shall, upon expiration of said ten (10) calendar days, be terminated  
19 without further notice. Upon such termination, the Subrecipient will be compensated by the County for  
20 expenses deemed by the County to be due and reasonable.  
21

22 The Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal  
23 or failure to complete the work within the specified time period, and said damages shall include, but not  
24 be limited to, any additional costs associated with the County obtaining the services of another  
25 Subrecipient to complete the project.  
26

27 **2. Termination for Convenience of the County**  
28

29 In the event the County determines that it is no longer feasible or in its best interest to continue  
30 assisting the service covered by this Agreement, or should the U.S. Department of Housing and Urban  
31 Development institute corrective and/or remedial actions against the County in accordance with  
32 regulations under the CDBG program where such actions impede or halt the disbursement of the  
33 County CDBG funds for this project, the County may terminate this Agreement by giving at least fifteen  
34 (15) calendar days prior notice in writing (by hand delivery or posting in the U.S. mail) to the  
35 Subrecipient.  
36

37 In addition, in the event this agreement has been terminated due to the default of the Subrecipient, and  
38 if it is later determined that the Subrecipient was not in default pursuant to the provisions of this  
39 Agreement at the time of termination, then such termination shall be considered a termination for  
40 convenience pursuant to this paragraph.  
41

42 **SECTION 8.0 – INDEPENDENT SUBRECIPIENT STATUS**  
43

44 Nothing herein contained shall be deemed to create a relationship other than that of independent  
45 Subrecipient between the County and the Subrecipient. Under no circumstances shall the  
46 Subrecipient, its principals, employees, subcontractors, associates, or agents be deemed employees,  
47 agents, partners, successors, assigns, or legal representatives of the County except as specifically  
48 required herein.  
49

50 **SECTION 9.0 – ASSIGNMENT OF AGREEMENT**  
51

52 The Subrecipient shall not make any purported assignment of this Agreement or any part thereof, or  
53 delegate the duties herewith without prior written consent of the County. Any attempted assignment or  
54 delegation of duties by the Subrecipient without prior expressed written consent of the County shall at  
55 the County's sole option terminate this Agreement without any notice to the Subrecipient of such  
56 termination. The Subrecipient binds itself, its successors, assigns, and legal representatives of such  
57 other party in respect to all covenants, agreements and obligations contained herein.  
58  
59

**SECTION 10.0 – PROGRAM INCOME**

- 1  
2 1. Program income, as defined in 24 CFR 570.500 (a), means any gross income received by the recipient  
3 (County) or a Subrecipient (the Subrecipient) directly generated from the use of CDBG funds, except  
4 as provided in paragraph (a)(4) of 570.500. When program income is generated by an activity that is  
5 only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of  
6 CDBG funds used. The Subrecipient shall provide information regarding program income, with a  
7 breakdown of the CDBG allocation, to the County concurrently with the quarterly reports described and  
8 required by Section 13.0 of this Agreement.  
9
- 10 2. Any program income received or generated by the Subrecipient as a result of the CDBG assistance  
11 provided under this Agreement is to be retained by the Subrecipient during the duration of this  
12 Agreement. The activities undertaken with any program income generated shall conform to  
13 *Attachment A* of this Agreement ("Statement of Work") and shall comply with all other provisions of this  
14 Agreement.  
15
- 16 3. If at any time during the duration of this Agreement the Subrecipient retains program income, transfers  
17 of grant funds by the County to the Subrecipient shall be adjusted according to the principles described  
18 in paragraphs (b) (2) (i) and (ii) of §570.504, which state that all program income must be disbursed for  
19 eligible activities before additional cash withdrawals are made by the recipient from the U.S. Treasury.  
20

#### 21 **SECTION 11.0 – REVERSION OF ASSETS**

#### 22

- 23 1. Upon expiration or termination of this Agreement, any remaining program income that is either on hand  
24 or to be received after the Agreement's expiration, shall be transferred by the Subrecipient to the  
25 County as required by 24 CFR 570.503(b)(7) "Agreements with Subrecipients".  
26
- 27 2. Further, in the event that the Subrecipient should sell or otherwise dispose of any property acquired  
28 with the County CDBG funds, the manner of said disposition shall result in the County being  
29 reimbursed in the amount of the current fair market value of the property at that time less any portion  
30 of the value attributable to expenditures of non-County CDBG funds. In the event that such a sale or  
31 disposition occurs more than ten (10) years after expiration or termination of this Agreement, such  
32 reimbursement shall not be required.  
33

#### 34 **SECTION 12.0 – COPYRIGHT AND PUBLICITY**

#### 35

- 36 1. No report, map, or other document produced in whole or in part under this Agreement shall be the  
37 subject of an application for copyright by or on behalf of the Subrecipient without the prior written  
38 consent of the County. All such reports, maps, or other documents shall become and be deemed the  
39 property of the County and title therein shall automatically vest in the County.  
40
- 41 2. Further, any publicity given to this project must identify the County prominently as a sponsoring  
42 agency. Specifically, at all places of, and in all publications concerning, this project, the Subrecipient  
43 agrees to display and make known that the project was assisted under the auspices of the Fulton  
44 County Community Development Block Grant program. In the event of new construction or substantial  
45 rehabilitation, and at the County's discretion, the Subrecipient shall acknowledge the use of CDBG  
46 funds for the project by installation of a permanent plaque at the project site. The County in  
47 collaboration with the Subrecipient shall determine design and replica for the plaque.  
48

#### 49 **SECTION 13.0 – RECORDS AND REPORTS**

#### 50

##### 51 **1. Records**

52 The Subrecipient shall maintain accounts and records, (including an annual Audit) personal property  
53 and financial records, adequate to identify and account for all costs pertaining to this Agreement and  
54 such other records as may be requested by the County including financial data pertaining to the  
55 preparation of the U.S. Department of Housing and Urban Development (HUD) Consolidated Annual  
56 Performance and Evaluation Report (CAPER) to assure proper accounting for all funds, both public  
57 and private. Said records shall be made available for audit purposes to the County, HUD, or any  
58 authorized representative thereof, upon reasonable request and within three (3) days of said request.  
59



## **Retention**

Pursuant to 24 CFR 570.502(a) (7) (ii), the retention period of individual CDBG activities shall be the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR 507.503, or 3 years after the submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 of this title, in which the specific activity is reported on for the final time. In addition, records for individual activities subject to the reversion of assets provisions at §570.503(b) (7) or change of use provisions at §570.505 must be maintained for as long as those provisions continue to apply to the activity. Moreover, records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

The Subrecipient's records and accounts shall at all times meet or exceed the applicable requirements of federal, state, and local laws, rules, and regulations. The Subrecipient's duty to retain records and permit inspections and copying shall remain in force and effect even after the expiration or termination of this Agreement.

## **2. Reports**

The Subrecipient shall provide the County with a written plan that outlines the activities and processes of the program that will be funded by CDBG. Further, the Subrecipient shall submit detailed reports on the progress made and services of their programs based on the objectives they establish in response to local needs and goals. Objectives reflect the common ways that Subrecipients work to achieve their goals. The Objectives incorporated into the proposed Outcome Measurement System are: Suitable Living Environment, Decent Housing, and Economic Opportunity. Outcome measurements will be based on (a) Availability /Accessibility (b) Affordability (c) Sustainability. Outcomes show how programs benefit a community or people served. Indicators tell whether an outcome is occurring.

At a minimum, these reports shall be submitted on a monthly basis. The monthly reports are due the fifth (5<sup>th</sup>) of the following month for activities which occurred in the previous month, and shall be submitted on the "Public Facility Monthly Performance Report" attached hereto and made a part hereof as *Attachment D*. The year-end reports are due no later than thirty (30) days after the contract expires for activities which occurred during the funding year in the "Year End Performance Report" attached hereto and made a part hereof as *Attachment D-2*.

Said reports shall be submitted to the County, to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA., 30303. Two (2) copies of the report shall be included in each submission, one (1) copy for the Community Development Specialist and the other one (1) copy addressed to the CDBG Community Development Grant Manager.

## **SECTION 14.0 – INSPECTION OF FILES AND RECORDS**

The County shall at all reasonable times have access to the pertinent offices and books and records (including an annual Balance Sheet or Independent Audit) of the Subrecipient for inspection of the activities performed and expenses incurred under this Agreement. The County will perform and the Subrecipient shall be prepared to meet the requirements of, at least, one (1) audit per year.

## **SECTION 15.0 – CITIZEN PARTICIPATION MEETINGS AND TECHNICAL ASSISTANCE MEETINGS**

Subrecipient representative must attend at least one (1) CDBG related Citizen Participation meeting, participate in every Technical Assistance (TA)/Needs Assessment session and the annual Monitoring session during each contract year. The County shall provide meeting dates and locations timely, and shall provide comprehensive information to assist the Subrecipient to perform efficiently and effectively.

## **SECTION 16.0 -- MONITORING**

Through on-site and remote monitoring, the County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's

performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

#### **SECTION 17.0 - FINDINGS / NON-COMPLIANCE**

1. The Subrecipient shall be notified in writing by the County of any Findings or Concerns identified during each monitoring visit. The Subrecipient shall be given thirty (30) calendar days from the time of written notification by the County for corrective actions to take place. The County will not unreasonably withhold acceptance of corrective actions taken in good faith by the Subrecipient. Upon the Subrecipient proving satisfactory corrective action, a letter shall be sent to the Subrecipient stating that such findings or concerns have been addressed. Pursuant to 24 CFR 570.501, in the event the Subrecipient fails to correct the findings or fails to comply with terms and provisions of this Agreement, the County may take corrective and remedial actions such as those described in 24 CFR 570.910. Such remedial actions may include, but are not limited to, the following:
  - a. Temporarily withhold cash payments pending correction of the deficiency;
  - b. Disallow all or part of the cost of the activity or action not in compliance;
  - c. Wholly or partly suspend or terminate the current award;
  - d. Withhold further award; or
  - e. Take other remedies that may be legally available.

#### **SECTION 18.0 – UNIFORM ADMINISTRATIVE REQUIREMENTS**

During its performance under this Agreement, the Subrecipient shall comply with the requirements and standards of the Office of Management and Budget (OMB) codified at 2 CFR part 200 and guidance at a new part, 2 CFR part 2400 which streamlines the Federal government's guidance on administrative requirements, cost principles, and audit requirements to more effectively focus Federal resources on improving performance and outcomes, while ensuring the financial integrity of taxpayer dollars in partnership with non-Federal stakeholders. <https://www.federalregister.gov/articles/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-andbudgets-uniform>)

The uniform guidance supersedes, consolidates, and streamlines requirements from eight OMB Circulars:

- A-21, Cost Principles for Educational Institutions,
- A-87, Cost Principles for State, Local and Indian Tribal Governments,
- A-89, Catalog of Federal Domestic Assistance,
- A-102, Grants and Cooperative Agreements With State and Local Governments,
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
- A-122, Cost Principles for Non-Profit Organizations,
- A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
- The guidance in OMB Circular A-50, Audit Follow-up, on Single Audit Act follow-up.



**SECTION 19.0 – EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

**1. Civil Rights Act of 1964 (As amended)**

The Subrecipient shall comply with all Federal requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Acts, as Amended; Age Discrimination In Employment Act; Rehabilitation Act of 1973, as Amended, Section 504; Equal Pay Act; The American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and other applicable Acts which prohibits discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Agreement.

**2. Section 109 of the Housing and Community Development Act of 1974 (As amended)**

The Subrecipient shall also comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the ground of race, color, national origin, sex, age, disability, or familial status, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to said Act.

**3. Further, during the performance of this Agreement, the Subrecipient agrees as follows**

- (A) The Subrecipient shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, age, disability, or familial status. As used herein, the word "employment" means and includes without limitation the following:
- Recruiting, whether by advertising or other means; compensation or wages, whether in the form of rates of pay, or other forms of compensation; selection for training including apprenticeship; promotions; upgrades; demotions; downgrades; transfers; layoffs; and terminations.
  - The Subrecipient shall post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.
- (B) The Subrecipient shall in all solicitations or advertisements for employees, placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, disability or familial status.
- (C) The Subrecipient shall, when applicable, send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other Agreement or understanding, a notice representative of the Subrecipient's commitment under the Equal Opportunity Program of the County and under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The Subrecipient shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the County. Compliance reports filed when directed shall contain information as to the employment practices, policies, programs, and statistics of the Subrecipient and his Subrecipients.
- (E) The Subrecipient shall include the provisions of paragraph (A) through (F) of this Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (F) The Subrecipient shall comply with the provisions of Section 109 of the Act which provides, in part, that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act and provided hereunder. These provisions shall also be binding upon each subcontractor or vendor.



1  
2 **4. Section 3 of the Housing and Urban Development Act of 1968**  
3

- 4 (A) The work to be performed under this Agreement is subject to the requirements of Section 3 of  
5 the Housing and Urban Development Act of 1968, as amended. Section 3 requires that, to the  
6 greatest extent feasible, opportunities for training and employment be given to low income  
7 persons residing within the unit of local government in which the project is located, and that  
8 Agreements for work in connection with the project be awarded to businesses which are  
9 located in, or owned in substantial part, by persons residing in the area of the project.  
10  
11 (B) Accordingly, the Subrecipient shall, when applicable, send to each labor organization or  
12 representative of workers with which it has a collective bargaining agreement or other  
13 Agreement or understanding, a notice of its commitment under this Section 3 clause and shall  
14 post copies of the notice in conspicuous places available to employees and applicants for  
15 employment or training.  
16  
17 (C) The Subrecipient shall include this Section 3 clause in every subcontract for work in  
18 connection with the project and will take appropriate action pursuant to the subcontract upon a  
19 finding that the subcontractor is in violation of regulations issued by the Secretary of Housing  
20 and Urban Development, 24 CFR Part 135. The Subrecipient shall not subcontract with any  
21 subcontractor where it has notice or knowledge that the latter has been found in violation of  
22 regulations under 24 CFR Part 135, unless the subcontractor has first provided it with a  
23 preliminary statement of ability to comply with the requirements of those regulations. The  
24 Federal Section 3 Provisions are attached hereto and made a part hereof as *Attachment G*.  
25

26 **5. Equal Access to Housing in HUD Programs**  
27

- 28 (A) Through final rule effective March 5, 2012 (Equal Access to Housing in HUD Programs  
29 Regardless of Sexual Orientation or Gender Identity) 24 CFR Parts 5, 200,203, 236, 400, 570,  
30 574, 882, 891, and 982, HUD implements a policy to ensure that its core programs are open to  
31 all eligible individuals and families regardless of sexual orientation, gender identity, or marital  
32 status.  
33  
34 (B) It is important that HUD and Fulton County ensure that their programs do not involve  
35 discrimination against any individual or family otherwise eligible for HUD-assisted or –insured  
36 housing, but that its policies and programs serve as models for equal housing opportunity.  
37 Failure to comply with the requirements of this Rule will be considered a violation of the  
38 program requirements and will subject the non-compliant grantee to all sanctions and  
39 penalties available for program requirement violations.  
40  
41 (C) Under 24 CFR 5.100 “sexual orientation” is defined -as “homosexuality, heterosexuality, or  
42 bisexuality,” a definition that the Office of Personnel Management (OPM) uses in the context of  
43 the federal workforce in its publication “Addressing Sexual Orientation in Federal Civilian  
44 Employment: A Guide to Employee Rights.”  
45  
46 (D) To promote equal access to HUD’s housing programs without regard to sexual orientation or  
47 gender identity, HUD prohibits unlawful inquiries regarding sexual orientation or gender  
48 identity. The prohibition precludes owners and operators of HUD-assisted housing or housing  
49 whose financing is insured by HUD from inquiring about sexual orientation or gender identity of  
50 an applicant for, or occupant of, the dwelling, whether renter- or owner-occupied.  
51

52 **SECTION 20.0 – MINORITY BUSINESS ENTERPRISE (MBE/FBE) PARTICIPATION**  
53

54 **Federal MBE/FBE Policy**  
55

56 It is national policy to award a fair share of contracts to small and minority business firms. All HUD  
57 grantees and subrecipients must take appropriate affirmative action to support minority and women's  
58 enterprises, and are encouraged to procure goods and services from labor surplus areas. Therefore,  
59 the Subrecipient shall take affirmative steps to ensure that minority (MBE) and female (FBE) business



enterprises are utilized during the course of this Agreement, and that a fair share of any contracts generated during such course are awarded to such firms.

#### **SECTION 21.0 – LABOR STANDARDS**

The Subrecipient shall comply with all Federal Labor Standards Requirements imposed by the Davis-Bacon Act; the Contract Work Hours and Safety Standards Act; the Copeland Act; and the Fair Labor Standards Act. As a requirement of the Fair Labor Standards Act, the Subrecipient must ensure that a copy of the applicable wage rate decision is included in each contract and subcontract and the Notice to Employees poster that pertains to all federally-funded projects is to be posted, along with a copy of the wage decision, on all construction sites. This information must be posted in a conspicuous location accessible to those employed under any contract funded with CDBG funds. The Federal Labor Standards Provisions are attached hereto and made a part hereof as *Attachment E*.

#### **SECTION 22.0 - HB 87 ILLEGAL IMMIGRATION REFORM**

Among other measures, the Illegal Immigration and Reform Enforcement Act of 2011 requires subcontractor and sub-subcontractors to submit their E-Verify affidavits to the Subrecipients working on public projects. The Subrecipient then must forward affidavits to the local government within five (5) days of receipt. The Department of Audits will create a form affidavit.

Attached hereto and made a part hereof as *Attachment F* is The Georgia Security and Immigration Compliance Act Applicant for Public Benefits Affidavit, the Subrecipient, Subcontractor and Sub-subcontractor Affidavits.

#### **SECTION 23.0 – ENVIRONMENTAL REQUIREMENTS**

The County, Sub-Recipients, Contractors, Owners, and Developers shall not undertake any activities that would adversely impact or limit the choice of reasonable alternatives for a project until an Environmental Review has been completed and approved by the County. To this end, the County, Sub-Recipients, Subcontractors, Owners, and Developers must not expend public or private funds (HUD, other Federal, or non-Federal funds) or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until environmental clearance has been achieved. Using any portion of federal funds for acquisition, rehabilitation, conversion, leasing, repair or construction before, completing the Environmental Review process requires the denial of any federal funds for that project. The Environmental Review Assurances are attached hereto and made a part hereof as *Attachment H*.

##### **Conditional Commitment of Funds**

Further, notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development (HUD), under 24 CFR Part §58. Additionally, the Sub-Recipient or Subcontractor are prohibited from undertaking or committing any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent Environmental Review.

##### **Environmental Conditional Clause**

Responsible entities may enter into an Agreement for the conditional commitment of CDBG funds for a specific project prior to the completion of the Environmental Review process. The responsible entity must ensure that any such agreement does not provide the County Recipient, Sub-Recipient, or Subcontractor any legal claim to any amount of CDBG fund to be used for the specific project or site unless and until the site has received environmental clearance.

#### **SECTION 24.0 – LEAD BASED PAINT**



On September 15, 2000, HUD published the final rule concerning the control of lead-based paint hazards in housing receiving federal assistance and federally owned housing being sold. These regulations published at 24 CFR Part 35 specify the requirements for treating lead hazards to protect those who occupy housing constructed before 1978. This regulation also implements the new requirements, concepts, and terminology established by the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992. Should the Subrecipient propose to use CDBG funds for the rehabilitation or conversion of residential units, the Subrecipient must meet the requirements of 24 CFR Part 35. The County shall provide ongoing technical assistance to the Subrecipient to assist in meeting these requirements.

#### **SECTION 25.0 – CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the CDBG-assigned activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any Agreement, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter, unless an exemption in writing from this provision is specifically granted by the U. S. Department of Housing and Urban Development.

#### **SECTION 26.0 – PROHIBITION OF USE OF FEDERAL FUNDS FOR LOBBYING**

1. By signing this Agreement, the undersigned Subrecipient certifies that all activities under this Agreement will adhere to 24 CFR Part 87 (New Restrictions on Lobbying) and, to the best of his/her knowledge and belief, that:
  - (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient or 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 awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan or cooperative agreement.
  - (B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - (D) 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 Title 31, U. S. Code, Section 1352. 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.

#### **SECTION 27.0 – INDEMNIFICATION AND HOLD HARMLESS**

The Subrecipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims,



losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Subrecipient, its agents, employees, Subrecipients, officers, or directors. The Subrecipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Subrecipient's agents and employees, without regard to negligence. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

#### **SECTION 28.0 – GOVERNING LAW**

1. This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.
2. A waiver by either party of any breach or any provision, term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.
3. The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other remaining provisions of this Agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision of this agreement.
4. The parties agree that the terms of this Agreement include the entire Agreement between the parties and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement.
5. Any notices or communications required or permitted herein shall be sufficiently given if sent by Registered or certified mail, return receipt request, postage prepaid, addressed as follows:

As to the County:

Kim Benjamin, Community Development Manager  
Fulton County Community Development Department  
137 Peachtree Street, SW, Suite 300  
Atlanta, GA 30303

As to the Subrecipient:


Vince Williams, Mayor  
City of Union City  
5047 Union Street  
Union City, Georgia 30291

Alternatively, such other addressed as shall be furnished by such notice of the other party.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal.


UNION CITY

  
Vince Williams, Mayor  
Union City

FULTON COUNTY

  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST


  
Shandrella Jewett, City Clerk  
City of Union City

DATE:

3/19/2020

SEAL:

ATTEST

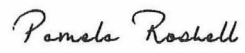
  
Tonya A. Grier, Interim Clerk to the Commission  
Fulton County Board of Commissioners

DATE:

4/3/2020

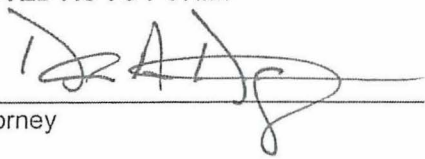
SEAL:

APPROVED AS TO CONTENT:

  
Pamela Roshell

Dr. Pamela Roshell, Interim Director  
Department of Community Development

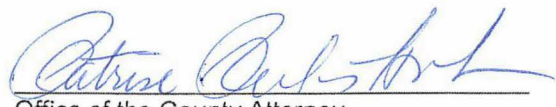
APPROVED AS TO FORM:

  
City Attorney

DATE:

3/19/2020

APPROVED AS TO FORM:

  
Office of the County Attorney

DATE:

5/27/2020



**Fulton County Community Development Block Grant Program**  
**Attachment A: Statement of Work**  
**Union City- Lester Road Pedestrian Access Improvements**

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**PROJECT NAME/DESCRIPTION:** The City of Union City proposes to use the 2018 fiscal year allotted CDBG for the Lester Road Pedestrian Access Improvements Project along Lester Road located in Christian City, a senior citizen and assisted living community.

The pedestrian access improvements include ADA accessible sidewalk upgrades, street crossing improvements that features a proposed crosswalk, solar powered rapid flash beacon, ADA compliant push buttons, mid-block crossing, sign and marking, resurfacing and drainage improvements. The improvements will enhance the safety of pedestrians that currently poses a serious and unsafe welfare for the community.

This project also converts to exempt because it does not require any mitigation of compliance with any other listed statues or authorities, nor requires any formal permit or license.

The City of Union City will contract a consultant to provide the City with bid documents, bidding phase services and construction administration services that includes costs and price analysis, NTP to selected contractor, contractual administration, and preparation and submittal of all required documents.

The total cost of work proposed as stated above is \$318,104.80.

**Target Population:** The target population for the pedestrian improvement projects as described above are the residents of the City of Union City currently has 20,259 residents residing in the following census tracts: 105.10 & 105.15

– Of which all are categorized as low/moderate income levels. All of the stated census tracts are within the project activity area for each park.

**National Objective:** The CDBG national objective being addressed is to provide to low/moderate income persons under area benefit qualified by median income of the target population census tracts. The City of Union City which has a median income of \$35,627.00.

**Fulton County Community Development Block Grant Program**  
**ATTACHMENT B: Project Implementation Schedule**  
**Union City- Lester Road Pedestrian Access Improvements**

FACILITY/IMPROVEMENT PROVISIONS	TASKS	PROJECTED DATE
Request for Proposals from Architects/Engineers/Consultants	Pro Bono or Invitation for Bid- (Architect/Engineering Services)	2/20/17
Selection of A&E/Consultants by City	Selection Completed/Services Awarded	3/9/17
Design Phase by Architect/Engineer	Design/Specifications in process	3/12/17
Environmental Review	Specify COMPLETION date of w/Annual update of.....	7/12/19
Construction Drawings & Request for Proposals by Architect/Engineer	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	10/21/19
Solicitation for sealed bids by the City of Union City for Proposal Bids/Offers	Invitation for Bid- (Description of the requirements that the bidder/offeree must fulfill with other factors to be used in evaluating the bids or proposals submitted).	10/30/19
Costs and Price Analysis (Specification List)	Perform a cost or price analysis for each procurement activity undertaken with Federal funds to include: A comparison of price quotations submitted, market prices, and similar indicators, together with discounts.	12/2/19
City Award of Bid/Offer	Renovation/Improvement RECORDS - The City of Union City will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offeree selection; Justification for lack of competition when bids or offers are not obtained; and Basis for the award cost or price.	12/19/19
Letter to Proceed for Contractor	Award Conference	12/19/19
Contract Administration	The City of Union City will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	12/26/18
Contract Start Date of Project	Notice to Proceed	6/01/20
Demolition / Clearance activities	Clear & accurate description of the technical requirements for the project to be demolished/cleared by City of .....	6/01/20
Contract Provisions	Insurance requirements, bonding requirements, housing location & care of products, etc.	6/1/20
Project Status	Renovation/Improvement (clear & accurate description of the technical requirements for the work to be procured by City of .....	7/2/20
Project Completion	Close out documentation, final title documentation/retainage of funds/release of liens.	10/1/20



**Fulton County Community Development Block Grant Program**  
**ATTACHMENT C: Cost Reimbursement Budget**  
**Union City- Lester Road Pedestrian Access Improvements**

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**PROJECT DELIVERY OPERATING BUDGET**

<b>PROJECT EXPENSES</b>	<b>PROJECTED DATE</b>	<b>CDBG</b>	<b>CITY</b>
<b>Construction Cost (Labor, Equipment/Supplies, Permits) – \$318,104.80</b>	<b>2020</b>	<b>\$162,487.00</b>	<b>\$153,617.80</b>
<b>Total for Year – \$318,104.80</b>		<b>\$162,487.00</b>	<b>\$153,617.80</b>

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**REIMBURSEMENT EXPENDITURE SCHEDULE**

<b>Municipality Expenses</b>	<b>January-September Projections</b>	<b>Submission Date</b>	<b>Total Operating Budget</b>
<b>Construction Costs</b> <ul style="list-style-type: none"><li>▪ Labor</li><li>▪ Equipment/Supplies</li></ul>	<b>\$162,487.00</b>	<b>October 1, 2020</b>	<b>\$164,487.00</b>
<b>TOTAL EXPENSES</b>	<b>\$162,487.00</b>		<b>\$164,487.00</b>

# Fulton County Community Development Block Grant Program

## ATTACHMENT D: Quarterly Performance Report

Municipality: Union City CDBG Funding Year: 2018  
Project Name: Lester Road Pedestrian Access Improvements  
Administering Department: Union City  
Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_

I. *Project Status:*

CDBG allocation amount: \$162,487.00

Number of Contracts Awarded: \_\_\_\_\_ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ \_\_\_\_\_

Agency's Local Match project fund balance: \$ \_\_\_\_\_

Date of Construction start-up: \_\_\_\_\_

Date of Notice to Proceed (if different): \_\_\_\_\_

Number of days worked on project: \_\_\_\_\_

Percentage (%) of project complete: \_\_\_\_\_ %

Percentage (%) of CDBG funds spent: \_\_\_\_\_ %

Number of employees/workers on the job site: \_\_\_\_\_

Number of subcontractors on site: \_\_\_\_\_

Number of subcontractor's employees on site: \_\_\_\_\_

Wage decision or modification in use: \_\_\_\_\_

Number of submitted payrolls within reporting period: \_\_\_\_\_

Number of draw downs within reporting period: \_\_\_\_\_

Total amount of draw downs to date: \$ \_\_\_\_\_

CDBG remaining balance: \$ \_\_\_\_\_

Anticipated project completion date: \_\_\_\_\_

II. *Narrative Description of Project Progress (attach additional sheets as necessary):*

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III. *Project Issues, Considerations, or Problems (attach additional sheets as necessary):*

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## 1. BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1 <sup>st</sup> – March 31 <sup>st</sup>		April 1 <sup>st</sup> – June 30 <sup>th</sup>		July 1 <sup>st</sup> – Sept 30 <sup>th</sup>		Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>	
Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
<b>TOTAL</b>								

## 2. INCOME

### FY 2019 INCOME LIMITS SUMMARY

Fulton County, GA FY 2019 Median Income \$79,700

Persons in Family

	1	2	3	4	5	6	7	8
Very Low Income (50%)	\$27,900	\$31,900	\$35,900	\$39,850	\$43,050	\$46,250	\$49,456	\$52,650
Extremely Low Income	\$16,750	\$19,150	\$21,550	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Low Income (80%)	\$44,650	\$51,900	\$57,400	\$63,750	\$68,850	\$73,950	\$79,050	\$84,150

FY 2019 Income Limit Category	Jan 1st – March 31st	April 1 <sup>st</sup> – June 30 <sup>th</sup>	July 1 <sup>st</sup> – Sept 30 <sup>th</sup>	Oct 1 <sup>st</sup> – Dec 31 <sup>st</sup>
Extremely Low Income (0%-30% Median Income)				
Very Low Income (31%-50% Median Income)				
Low Income (51%- 80% Median Income)				
Low/Moderate Income (81%-100% Median Income))				
Greater than Low/Moderate Income				
<b>Total</b>				

## 3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a <b>NEW or Continued Access</b> to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received <b>IMPROVED ACCESS</b> to the service or benefit provided by the CDBG funded activity	
<b>Total</b>	

**4. LEVERAGED FUNDS:** Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	
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**Submitted by:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

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

**Title:** \_\_\_\_\_

**Approved by:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

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

**Title:** \_\_\_\_\_

# Fulton County Community Development Block Grant Program

## ATTACHMENT D2: Year End Performance Report

Municipality: Union City CDBG Funding Year: 2018

Project Name: Lester Road Pedestrian Access Improvements

Administering Department: Union City

Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_

I. *Project Status:*

CDBG allocation amount: \$162,487.00

Number of Contracts Awarded: \_\_\_\_\_ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Contract Amounts: \$ \_\_\_\_\_

CDBG Amount: \$ \_\_\_\_\_

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ \_\_\_\_\_

Agency's Local Match project fund balance: \$ \_\_\_\_\_

Date of Construction start-up: \_\_\_\_\_

Date of Notice to Proceed (if different): \_\_\_\_\_

Number of days worked on project: \_\_\_\_\_

Percentage (%) of project complete: \_\_\_\_\_ %

Percentage (%) of CDBG funds spent: \_\_\_\_\_ %

Number of employees/workers on the job site: \_\_\_\_\_

Number of subcontractors on site: \_\_\_\_\_

Number of subcontractor's employees on site: \_\_\_\_\_

Wage decision or modification in use: \_\_\_\_\_

Number of submitted payrolls within reporting period: \_\_\_\_\_

Number of draw downs within reporting period: \_\_\_\_\_

Total amount of draw downs to date: \$ \_\_\_\_\_

CDBG remaining balance: \$ \_\_\_\_\_

Anticipated project completion date: \_\_\_\_\_

II. *Narrative Description of Project Progress (attach additional sheets as necessary):*

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III. *Project Issues, Considerations, or Problems (attach additional sheets as necessary):*

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Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)



A	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy  2 = Section 202/811	3 = Public/Indian Housing A = Development  B = Operation C = Modernization		4 = Homeless Assistance  5 = HOME  6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered  9 = Other CD Programs 10 = Other Housing Programs	

**Description of Scope of Work:** Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

**Description of Specific use of CDBG funds:** Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

**Income Benefit:** Complete the following statement.

It is documented that \_\_\_\_\_ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, \_\_\_\_\_ clients/participants had household income levels at the 0-30% area median income (AMI) level; \_\_\_\_\_ clients/participants had household income levels at the 31-50% area median income (AMI) level; \_\_\_\_\_, and clients/participants had household income levels at the 51-80% area median income (AMI) level.



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€ District 1	€ District 2	€ District 3
€ District 4	€ District 5	€ District 6

	<u>Outcome 1:</u> <b>Availability/Accessibility</b>	<u>Outcome 2:</u> <b>Affordability</b>	<u>Outcome 3:</u> <b>Sustainability</b>
<u>Objective #1:</u> <b>Suitable Living Environment</b>	€ Accessibility for the purpose of creating Suitable Living Environments	€ Affordability for the purpose of creating Suitable Living Environments	€ Sustainability for the purpose of creating Suitable Living Environments
<u>Objective #2:</u> <b>Decent Housing</b>	€ Accessibility for the purpose of providing Decent Housing	€ Affordability for the purpose of providing Decent Housing	€ Sustainability for the purpose of providing Decent Housing
<u>Objective #3:</u> <b>Economic Opportunity</b>	€ Accessibility for the purpose of creating Economic Opportunities	€ Affordability for the purpose of creating Economic Opportunities	€ Sustainability for the purpose of creating Economic Opportunities

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Name \_\_\_\_\_

**Title:** \_\_\_\_\_

Signature \_\_\_\_\_

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Name \_\_\_\_\_

**Title:** \_\_\_\_\_

Signature \_\_\_\_\_

# Fulton County Community Development Block Grant Program

## ATTACHMENT E: Form HUD-4010 (07/2003)

### Federal Labor Standards Provisions

U.S. Department of Housing

And Urban Development  
Office of Labor Relations

#### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)



**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) (2) (B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work



actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.



**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**THE DAVIS BACON ACT (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Labor standard provisions apply to any contract for the construction of 12 or more HOME-assisted units (Section 286, National Affordable Housing Act of 1990, as amended). Specifically:

## *Davis Bacon Wage Requirements*

### *Acknowledgement Form*

□ Affordable housing with 12 or more units assisted with funds made available under this subtitle. Unlike CDBG, the standard for coverage is “assisted” not “financed” – which provides for much broader application. The requirements are operable without regard to whether the HOME funds are used for construction or non-construction activities. Non-construction activities include real property acquisition, architectural and engineering fees, and other professional services.

□ Any contract for the construction of affordable housing with 12 or more units assisted with HOME funds. Davis-Bacon requirements do not follow “construction work” or “projects”. This factor has two implications:

- First, a HOME project with 12 or more assisted units that is constructed under multiple contracts each containing less than 12 HOME units is not covered. (Note: HOME regulations prohibit breaking a single project into multiple contracts for avoiding Davis-Bacon.)
- Second, if multiple HOME projects each containing less than 12 assisted units are grouped into a contract(s) for construction that covers a total of 12 or more assisted units, the contract is covered.

In some cases, Davis-Bacon requirements may be triggered when HOME funds are used to provide down payment assistance to individual homebuyers. (See also HUD Regulations at 24 CFR 92.354(a)(2). This also recognizes that HOME projects can contain units that are not assisted by HOME. The threshold applies only to the number of units assisted by HOME. Once Davis-Bacon requirements are triggered, the labor standards are applicable to the construction of the entire project – including the portions of the project that are not assisted with HOME funds.

**DEPARTMENT OF LABOR REGULATIONS** The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in **29CFR Parts 1, 3, 5, 6 and 7**. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis- Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

**RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR** The principal contractor (also referred to as the *prime* or *general contractor*) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the Owner (Developer) only through the prime contractor.



**PRE-CONSTRUCTION CONFERENCE** Present the Federal statutory compliance requirements as well as performance expectations.

- Provide and review a copy of the “Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects.”
- Emphasize that A copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH- 1321) should be in a place at the job site that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips.
- Explain that apprentice or trainee rates cannot be paid unless the apprentice or training program is certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency recognized by BAT. If apprentices or trainees are to be used, the contractor must provide the grantee/PJ with a copy of the individuals' registration in the apprenticeship program.
- Explain that no payroll deductions can be made that are not specifically listed in the Copeland Anti-kickback Act provisions unless the contractor has obtained written permission of the employee.
- Describe the compliance monitoring that will be conducted during the project, and indicate that discrepancies and underpayments discovered as a result of compliance monitoring must be resolved prior to making final payment to the contractor. Remind the contractor that willful violations may be subject to contract termination and debarment from future contracts for up to three years. Failure to pay specified wages may result in contractor payments being withheld to satisfy liabilities for unpaid wages and liquidated damages.

**NOTICE TO PROCEED** Following execution of the contract documents and completion of the pre-construction conference, it is typical practice to issue a Notice to Proceed to the prime/general contractor to provide the date that work can begin and contract time for completion. The Notice to Proceed marks the start of contract performance and, if applicable, provides the basis for assessing liquidated damages (other than CWHSSA liquidated damages). The construction period and basis for assessing liquidated damages specified in the Notice to Proceed must be consistent with those sections of the contract documents. Note, however, that issuance of a Notice to Proceed is not mandatory. If a Notice to Proceed is not issued, an alternate method to provide notification of construction commencement is recommended.

**ON-SITE INTERVIEWS** to capture observations of the work being performed and to get direct information from the laborers and mechanics on the job as to the hours they work, the type of work they perform and the wage they receive.

- Interviews should occur throughout the course of the construction and include a sufficient sample of job classifications represented on the job as well as workers from various companies to allow for a reasonable judgment as to compliance. Information gathered during an interview is recorded on the Record of Employee Interview form (HUD-11).
- The interview should take place on the job site and be conducted privately Interviews are confidential. The interviewer should observe the duties of workers and take notes before initiating interviews. Employees of both the prime contractor and subcontractors should be interviewed.

**CERTIFIED PAYROLL REPORTS** The prime contractor is required to submit a weekly certified payroll report (CPR) to the County beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project “Final.”

**PAYROLL SUBMISSION AND REVIEW** Once construction starts, the general contractor must complete a weekly payroll report for its employees on the covered job and sign the Statement of Compliance. Make sure the

payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm, owner, officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; Xerox, pdf and other facsimiles are not acceptable. To ensure compliance, Grantees/PJs should review/ spot check payrolls to guarantee that workers are being paid no less than the prevailing Davis-Bacon wages and that there are no discrepancies or violations. The prime contractor is responsible for the full compliance of all subcontractors and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the County.

**PAYROLL RETENTION** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records; evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

**PAYROLLS AND BASIC RECORDS** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

**CONTRACT TERMINATION/DEBARMENT** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### **RECIPIENT ACKNOWLEDGEMENT AND STATEMENT OF UNDERSTANDING**

This is to acknowledge that I have reviewed the aforementioned standards regarding the Davis Bacon requirements. I understand that the above provides general guidelines and summary information about some of the wage provisions but it is not intended to be all inclusive of Davis Bacon labor standards. I also understand that it is my responsibility to read, understand, become familiar with, and comply with Davis Bacon standards that have been established by the U.S. Department of Housing and Urban Development (HUD). I further understand that HUD reserves the right to modify, supplement, rescind, or revise any standard or policy form time to time, with or without notice, as it deems necessary or appropriate and I am responsible for full compliance.

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Company Official

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Date



**Fulton County Community Development Block Grant Program**  
**ATTACHMENT F: Policy 100-28**  
**Georgia Security and Immigration Compliance Act (01/01/2010)**

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## **Georgia Security and Immigration Compliance Act**

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### **Policy**

It is the policy of Fulton County Government, its agencies, departments, and agents to comply with the Georgia Security and Immigration Compliance Act (GSICA), as amended from time to time. The Illegal Immigration and Reform Enforcement Act of 2011: requires Fulton County to require at a minimum, Subrecipients and sub-contractors to submit their E-Verify affidavits to the Subrecipients working on public projects. The Subrecipient then must forward affidavits to the local government within five days of receipt. The Department of Audits will create a form affidavit by August 1, 2011. Until Fulton County is in receipt of the forms, the Subrecipients shall submit forms indicated as "Affidavit Verifying Status of Benefit Applicant, City's Affidavit, Subrecipient's Affidavit and Subcontractor's Affidavit" attached hereto.

This law requires Fulton County to enforce among other measures, the Illegal Immigration and Reform Enforcement Act of 2011:

### **HB 87 ILLEGAL IMMIGRATION REFORM**

- Requires Subrecipients and sub-subcontractors to submit their E-Verify affidavits to the Subrecipients working on public projects. The Subrecipient then must forward affidavits to the local government within five days of receipt. The Department of Audits will create a form affidavit by August 1, 2011.
- Requires local governments to submit E-Verify compliance reports to the state auditor annually by December 31. If the auditor finds a violation in this reporting, the county or city has 30 days to demonstrate compliance or will lose their qualified local government status. Local governments in disagreement may seek relief through the Office of State Administrative hearings. Counties will not be held responsible for the failure of Constitutional Officers failing to abide by this requirement.
- Creates an offense of aggravated identify fraud for those knowingly using fake identification to obtain employment with the punishment being from 1-15 years in prison and a fine of up to \$250,000.
- Authorizes law enforcement officers to verify, through one of several listed documents or immigration verification programs, the immigration status of those they have probable cause to suspect of committing a criminal offense. If the person is found to be an illegal immigrant, the officer may take any action authorized by state or federal law, and has immunity from damages or liability in the process.
- Allows, local law enforcement agencies to arrest any person for a violation of federal immigration law when authorized by federal law.
- Requires private businesses with more than 10 employees to sign an affidavit and attest they are registered to use E-Verify in order to obtain or renew a local business license, occupation tax certificate or other document required to operate a business. Counties and cities must file a report annually, to the Department of Audits, which identifies each license or certificate they issued during the year - to include the name of the person and business and their E-Verify number. Any person, including county employees, who knowingly violate this reporting requirement, shall be guilty of a misdemeanor.
- Requires any applicant who applies for a public benefit (or who must provide identification for any official purpose) to provide secure and verifiable documents to the county to prove their legal status. Local government employees in willful violation are guilty of a misdemeanor. Each year the Attorney General will provide a list of "secure and verifiable" documents.
- Creates the Immigration Enforcement Review Board, attached to the Department of Audits, which will take complaints, investigate and enforce the provisions of this Act.

## Background

Senate Bill 529, the “Georgia Security and Immigration Compliance Act” of 2006, established new work eligibility verification requirements for Fulton County and its Subrecipients and subcontractors, effective July 1, 2007. The Act further prohibited the provision of certain services or benefits to any adult without a verification of their immigration status. Additionally, GSCIA required the County to make a reasonable effort to verify the immigration status of any foreign national charged with and jailed for a felony or DUI.

During the 2009 Legislative Session, House Bill 2 amended several sections of the Georgia Code that make up the GSCIA. Effective January 1, 2009, HB 2 --

- Mandates public employers to post their federal identification number and date of authorization on their website;
- Requires a signed, notarized affidavit from Subrecipients attesting registration and participation in E-Verify;
- Defines the term “applicant” for public benefits;
- Expands the definition of “public benefits”;
- Clarifies the annual reporting requirement;
- Calls for a reasonable effort to determine a person’s nationality when any person is confined in compliance with Article 36 of the Vienna Convention on Consular Relations.
- Directs the County Jailer to inform a foreign national prisoner of their right to have their native country’s local consular office notified of their detention and to allow a consular officer from their native country to visit, converse, correspond, and arrange for legal representation; and
- Establishes penalties for noncompliance.

## Applicability

Effective January 1, 2010, this policy will apply to Fulton County departments and agencies, Subrecipients, and to the staffs of elected officials.

### Definitions

- (1) *Applicant* means any person 18 years of age or older, who has made application for access to public benefits on behalf of an individual, business, corporation, partnership, or other private entity.
- (2) *Subrecipient* means Subrecipients, contract employees, staffing agencies, or subcontractors.
- (3) *Public benefit* means –
  - a). any grant, contract, loan, professional license, or commercial license provided by Fulton County or by appropriated funds of the United States, State of Georgia or Fulton County;
  - b). Any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments of assistance are provided to an individual, household, or family eligibility unit by an agency of Fulton County government, or by appropriated Federal, State or County funds including –
    - Adult education
    - Authorization to conduct a commercial enterprise or business
    - Business certificate, license or registration
    - Business loan
    - Cash allowance
    - Disability assistance or insurance
    - Down payment assistance
    - Energy assistance
    - Food stamps
    - Gaming license
    - Health benefits
    - Housing allowance, grant, guarantee or loan



- Loan guarantee
- Medicaid
- Occupational license
- Professional license
- Registration of a regulated business
- Rent assistance or subsidy
- State grant or loan
- Tax certificate required to conduct a commercial business
- Temporary assistance for needy families (TANF)
- Unemployment insurance
- Welfare to work

(4) *Foreign national* means any individual who is a citizen of a country other than the United States.

(5) *Qualified alien* means –

- a). an alien who is lawfully admitted for permanent residence under the federal Immigration and Nationality Act (INA);
- b). an alien who is granted asylum under Section 208 of the INA;
- c). a refugee who is admitted to the United States under Section 207 of the INA;
- d). an alien who is paroled into the United States under Section 212(d) (5) of the INA for a period of at least one year;
- e). an alien whose deportation is being withheld under Section 243(h) of the INA (as in effect prior to April 1, 1997) or whose removal has been withheld under Section 241(b)(3);
- f). an alien who is granted conditional entry pursuant to Section 203(a)(7) of the INA as in effect prior to April 1, 1980;
- g). an alien who is a Cuban/Haitian Entrant as defined by Section 501(e) of the Refugee Education Assistance Act of 1980; and
- h). an alien who has been battered or subjected to extreme cruelty, or whose child or parent has been battered or subject to extreme cruelty.

(6) *Systematic Alien Verification for Entitlements Program* (SAVE) means an intergovernmental information sharing initiative of the United States Department of

Homeland Security designed to assist in determining a non-citizen applicant's immigration status.

## **Responsibilities and Procedures**

(1) *Generally.*

- a). All appointing authorities shall verify the immigration status of every newly hired employee according to County Policy 100-27.
- b). All agencies providing a public benefit shall register with the SAVE program at <https://save.uscis.gov/Registration>, enter into a Memorandum of Understanding with the SAVE program, and establish a purchase order for the payment of transaction fees.
- c). All agencies providing a public benefit, shall verify the lawful presence of every person 18 years of age or older who applies for state or local public benefits by requiring each applicant to execute an affidavit in the format attached as "Attachment A", affirming that he or she is a legal permanent resident, or a qualified alien lawfully present in the United States. The affidavit is presumed to be proof of lawful presence until eligibility verification is made through the federal Systematic Alien Verification Entitlement (SAVE) program.
- d). All agencies providing a public benefit shall verify the lawful status of all applicants stating that they are aliens lawfully present in the United States through the SAVE program.
- e). All applicants that are not lawfully present in the United States shall be ineligible to receive public benefits.

- e). Verification of lawful presence is not required for the following benefits:
- Treatment of emergency medical conditions;
  - Short-term, non-cash emergency disaster relief;
  - Immunizations;
  - Certain in-kind services, such as soup kitchens, short-term shelter, crisis counseling and intervention provided by public and nonprofit agencies that are necessary for the protection of life or safety;
  - Prenatal care;
  - Postsecondary education under specified circumstances;
  - Certain community development assistance or financial assistance programs administered by HUD;
  - Other Federal programs including certain social security and Medicare benefits under specified conditions.

(2) *Office of the County Attorney.* The Office of the County Attorney shall –

- a). Require each contract or agreement for the performance of services between Fulton County and a Subrecipient or subcontractor to include a provision stating that compliance with OCGA § 13-10-91 is a condition of the contract and directs the Subrecipient or subcontractor to register and participate in a Federal work authorization program.
- b). Ensure that each agreement between Fulton County and a Subrecipient/subcontractor for the performance of services includes an executed affidavit verifying compliance with OCGA § 13-10-91 in the form provided for in Attachments “F-1” and/or “F-2”.

(3) *Office of Intergovernmental Affairs.* The Office of Intergovernmental Affairs shall --

- a). Submit to the Board of Commissioners for its approval during a Regular or Recess Meeting in December of each year, a report documenting Fulton County’s compliance with the GSICA.
- b). Provide an annual report on or before January 1 to the Georgia Department of Community Affairs (DCA), in a format prescribed by DCA, documenting Fulton County’s compliance with the GSICA, and identifying each public benefit administered by Fulton County.

(4) *Department of Information Technology.* The Department of Information Technology shall post the County’s federally issued identification number (58-6001729) and date of authorization (*date to be provided*) on the County’s website.

(5) *Personnel Department.* The Personnel Department shall monitor new employee work eligibility as required by OCGA § 13-10-91.

(6) *Department of Purchasing and Contract Compliance.* The Department of Purchasing and Contract Compliance shall –

- a). Require all Subrecipients and subcontractors to register and participate in the federal work authorization program “E-Verify”. No Subrecipient shall perform any services unless the Subrecipient or subcontractor registers and participates in a federal work authorization program.
- b). Require a signed, notarized affidavit from Subrecipients attesting to their registration and participation in the E-Verify program before considering a bid from the subcontractor for the performance of any service.

(7) *Sheriff’s Office.* The Fulton County Sheriff’s Office shall –

- a). Make a reasonable effort to determine the nationality of a person confined to the Fulton County Jail for any period of time and charged with a felony, DUI, driving without a license, or a serious misdemeanor.
- b). If the Jail identifies the prisoner as a foreign national, the Sheriff’s Office shall make a reasonable effort to determine if the detainee has been lawfully admitted into the United States, and if lawfully admitted, that such lawful status has not expired.
- c). Inform a detained foreign national of their right to have their native country’s local consular office notified of their detention and of their right to have a consular officer from their country arrange for legal representation.



- d). Contact the Law Enforcement Support Center of the United States Department of Homeland Security within 48 hours if verification of lawful status cannot be made from documents in possession of the detainee.
- e). Release from custody, pursuant to the admissions and release policies of the Fulton County Sheriff's Office, a detained foreign national unless the Jail receives a valid notification of pending charges from the United States Department of Homeland Security or another agency.
- f). Follow the guidelines and procedures developed by the Georgia Sheriff's Association pertaining to the determination of national and immigration status of certain persons admitted into the Fulton County Jail.

**Departmental Sponsor:** Office of the County Manager.

**Policy Review Date:** December 31, 2014

#### **References**

- Vienna Convention on Consular Relations, Article 36 "*Communication and Contact with Nationals of the Sending State*"
- 8 U.S.C. § 1611, 1621 and 1623
- 42 U.S.C. § 1396 b(v)(30)
- Immigration Reform and Control Act of 1986, Public Law 99-603
- Georgia Security and Immigration Compliance Act of 2006, Act 457 2006 Georgia General Assembly
- Official Code of Georgia sections 13-10-90, 13-10-91, 42-4-14, 50-13-1, 50-36-1
- Georgia Department of Labor Rules § 300-10-1-01 through 300-10-1-.09
- Fulton County Policy 100-27, "*Immigration Reform and Control Act (IRCA)*"

#### **Attachments**

Attachment F-1: Applicant for Public Benefits Affidavit

Attachment F-2: Subrecipient/Subcontractor/Sub Sub-subcontractor Affidavit

# Affidavit Verifying Status of Benefit Applicant

☒ I am a United States citizen or legal permanent resident 18 years of age or older;

OR

\_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, 18 years of age or older and lawfully present in the United States. My alien number issued by the U.S. Department of Homeland Security or other federal immigration agency is \_\_\_\_\_

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

Signature of Applicant

Date \_\_\_\_\_

Vince R. Williams

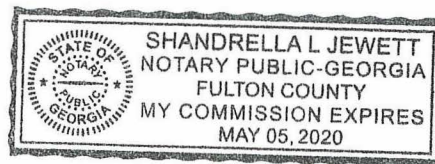
Printed Name \_\_\_\_\_

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE

19th DAY OF march, 2020.

Notary Public

My Commission Expires:





**Fulton County Community Development Block Grant Program**  
**ATTACHMENT F-2: Policy 100-28**  
**Georgia Security and Immigration Compliance Act (01/01/2010)**

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**Subrecipient Affidavit**

By executing this affidavit, the undersigned Subrecipient verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that **Union City** (hereinafter "Prime Subrecipient") engaged in the physical performance of services under a contract with **Fulton County Government** has registered with and is authorized to use the federal work authorization program\* [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 (IRA), [P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91]. The Prime Subrecipient further declares that it is actively using and will continue to use the federal work authorization program throughout the contract period.

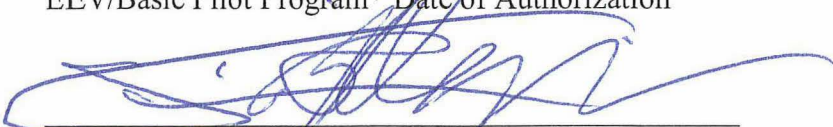
The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, the Prime Subrecipient will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit attached hereto. The Prime Subrecipient further agrees to maintain records of such compliance and provide a copy of each verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

47769

EEV/Basic Pilot Program\* User Identification Number

July 19, 2007

EEV/Basic Pilot Program\* Date of Authorization

  
BY: Authorized Officer of Agent  
(Insert Prime Contractor Name)

Mayor  
Title of Authorized Officer or Agent of Prime Contractor

Vince R. Williams  
Printed Name of Authorized Officer or Agent

# Subrecipient Affidavit

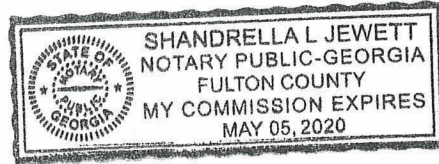
Page 2 of 6

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE

19<sup>th</sup> DAY OF March, 2020

Shandrella L Jewett  
Notary Public  
My Commission Expires:

5/5/2020



## NOTE:

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)



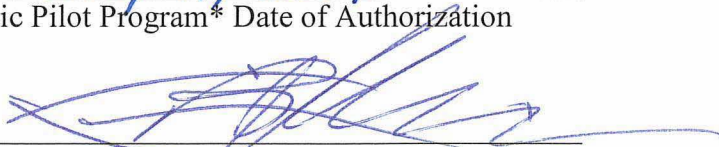
By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **Union City** on behalf of **Fulton County Government** has registered with and is authorized to use the federal work authorization program\* [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 (IRA), [P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91]. The Subcontractor further declares that it is actively using and will continue to use the federal work authorization program throughout the contract period.

47769

EEV/Basic Pilot Program\* User Identification Number

July 19, 2007

EEV/Basic Pilot Program\* Date of Authorization



BY: Authorized Officer of Agent

(Insert Subcontractor Name)

Mayor

Title of Authorized Officer or Agent of Subcontractor

Vince R. Williams


Printed Name of Authorized Officer or Agent

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE

19<sup>th</sup>

DAY OF

March, 20 20

  
Notary Public  
My Commission Expires:  
5/5/2020



**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)



## Sub Subcontractor Affidavit

Page 5 of 6

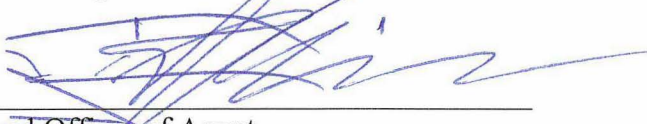
By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **Union City** on behalf of **Fulton County Government** has registered with and is authorized to use the federal work authorization program\* [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 (IRA), [P.L. 99-6031], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91]. The Sub Subcontractor further declares that it is actively using and will continue to use the federal work authorization program throughout the contract period.

47769

EEV/Basic Pilot Program\* User Identification Number

July 19, 2007

EEV/Basic Pilot Program\* Date of Authorization



BY: Authorized Officer of Agent

(Insert Sub Subcontractor Name)

Mayor

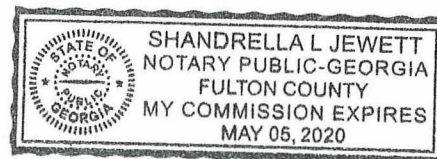
Title of Authorized Officer or Agent of Sub Subcontractor

Vince R. Williams

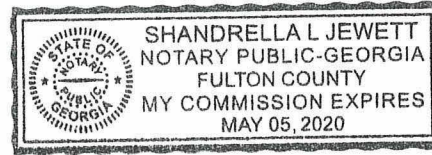
Printed Name of Authorized Officer or Agent

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE

19<sup>th</sup> DAY OF March, 20 20



  
Notary Public  
My Commission Expires:  
5/5/2020



**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)



**Fulton County Community Development Block Grant Program**  
**ATTACHMENT G: Form HUD 60002 (06/2001)**


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**Compliance with Section 3 Assurance**

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 8080(e) (6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Upon signing this document, recipients receiving Federal financial assistance for Housing and Community Development projects and activities covered by Section 3, will adhere to the reporting requirements as specified by 24 CFR Part 135 and HUD Form 60002.

**If the recipient agency [Fulton County] receives Section 3 covered funding and invests these funds into covered projects/activities, but no individual contract with a subrecipient exceeds \$100,000.00 responsibility for complying with Section 3 only applies to the recipient agency and not to the subrecipient.**

Signature of Authorized Certifying Official 	Applicant
X	<b>Union City</b>
Title	Date
Vince Williams, Mayor	3/19/2020

# Fulton County Community Development Block Grant Program

## ATTACHMENT G-2: Section 3 Reporting Requirements Summary)

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### ANNUAL SECTION 3 SUMMARY REPORTING REQUIREMENTS

#### FOR RECIPIENTS OF HUD COMMUNITY PLANNING & DEVELOPMENT FUNDING

\*TECHNICAL ASSISTANCE ON FORM HUD-60002

#### Why HUD Enforces Section 3?

Each year the U.S. Department of Housing and Urban Development invests billions of federal dollars into distressed communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist families achieve the American Dream.

The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities not only provide “bricks and mortar”, but can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD’s legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

Further, as a condition of receiving HUD Community Planning and Development assistance, recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b). Accordingly, the Department has the legal responsibility to monitor recipients for compliance and can impose penalties upon those that fail to meet these obligations.

#### Applicability of Section 3 to Community Planning & Development Assistance

The requirements of Section 3 apply to recipients of HUD Community Planning and Development funding exceeding **\$200,000**.

Section 3 covered projects are those in which a (or aggregate) amount of covered funding exceeding \$200,000, is invested into activities involving **housing construction, demolition, rehabilitation, or other public construction—i.e., roads, sewers, community centers, etc.**

[Example: Section 3 applies to the combined investment of more than \$200,000 into multiple single-family housing rehabilitation projects during a program year].

Subrecipients, Contractors or subcontractors that receive contracts in excess of **\$100,000** for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients.

If the recipient agency receives Section 3 covered funding and invests these funds into covered projects/activities, but no individual contract exceeds \$100,000, responsibility for complying with Section 3 only applies to the recipient.

Accordingly, the recipient must attempt to reach the Section 3 minimum numerical goals found at 24 CFR Part 135.30 by: 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and 2) Offering 30 percent of new employment opportunities to Section 3 businesses.



### Section 3 Covered Community Planning and Development funding

- Community Development Block Grants (CDBG)
- Home Investment Partnership Assistance
- Housing Opportunities for Persons with Aids (HOPWA)
- Economic Development Initiative (EDI)
- Brownfield Economic Development Initiative (BEDI)
- Emergency Shelter Grants
- Homeless Assistance
- University Partnership Grants
- Neighborhood Stimulus Program (NSP)
- Certain Grants Awarded Under HUD Notices of Funding Availability (NOFAs)

\*NOTE: The requirements of Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Section 3 applies to the **entire** covered project or activity regardless of whether the activity was fully or partially funded with covered assistance.

### Section 3 Covered Recipient Agencies

“Recipient” refers to any entity that receives Section 3 covered financial assistance directly from HUD or from another recipient and includes, but is not limited to any of the following:

- States; Units of Local Government; Native American Tribes; or other Public Bodies
- Public or Private Nonprofit Organizations
- Private Agencies or Institutions
- Mortgagors; Developers; Limited Dividend Sponsors; Builders; Property Managers; Community Housing Development Organizations
- Successors, assignees, or transferees of any such entity listed above
- Recipients do **NOT** include any ultimate beneficiary under the HUD program that Section 3 applies and does **NOT** refer to contractors.

### Triggering the Requirements of Section 3

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.

### **Recipient Responsibilities Pursuant to Section 3**

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3; and
8. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

In addition to the responsibilities described above, **State and County agencies or consortia** that distribute covered funds to units of local government, nonprofit organizations, or other subrecipients, must attempt to reach the minimum numerical goals set forth at 24 CFR Part 135.30, regardless of the number of subrecipients that receive covered funding. State or County agencies must also do the following:

1. Inform subrecipients about the requirements of Section 3;
2. Assist subrecipients and their contractors with achieving compliance;
3. Monitor subrecipients' performance with respect to meeting the requirements of Section 3; and
4. Report to HUD on the cumulative Section 3 activities taking place within their jurisdiction on an annual basis.

### **Section 3 Residents and Business Concerns**

#### **Section 3 Residents Are:**

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

#### **Section 3 Business Concerns Are One of the Following:**

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above.

Recipients can use their discretion for determining the type of verification that is required by prospective Section 3 residents and business concerns. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.



### Section 3 Summary Reports (Form HUD-60002)

Annually, each direct recipient of Community Planning and Development funding is required to submit form HUD-60002 to HUD's Economic Opportunity Division in Washington, DC. , preferably online from the following website: [www.hud.gov/section3](http://www.hud.gov/section3).

**Due Date:** Form HUD-60002 is due at the same time as annual performance (e.g., CAPERS) reports

The Section 3 Summary Report shall follow the same program, fiscal, or calendar year as the annual performance report and should correspond to the covered projects and activities that were administered during the reporting period.

**NOTE:** Section 3 reports must be submitted by all agencies that receive Community Planning and Development funding in excess of \$200,000 whether the requirements were triggered or not.

### Determining What Should Be Reported on Form HUD-60002

Section 3 Annual Summary Reports are intended to measure each recipient's efforts to comply with the statutory and regulatory requirements of Section 3 in its own operations **AND** those of its covered contractors, subcontractors, and subrecipients. Each submission of form HUD-60002 should indicate the following:

- The total dollar amount of HUD funding that was received by the recipient for covered projects/ activities during the specified reporting period.
- The total number of new employees that were hired by the recipient and/or its covered contractors, subcontractors, and subrecipients, as a result of performing or completing covered project/activities.
- The number of new employees that were hired by the recipient (or its covered contractors, subcontractors, and subrecipients), as a result of covered projects/activities, that met the definition of a Section 3 resident.
- The total number of man hours worked on covered projects (optional).
- The aggregate number of hours worked by Section 3 residents on covered projects (optional).
- The total number of Section 3 residents that participated in training opportunities that were made available by the recipient agency, its contractors, subrecipients, or other local community resource agencies.
- The total dollar amount of construction and/or non-construction contracts (or subcontracts) that were awarded with covered funding.
- The dollar amount of the recipient's construction or non-construction contracts (or subcontracts) that were awarded to Section 3 business concerns.
- Detailed narrative descriptions of the specific actions that were taken by the recipient (or its covered contractors, subcontractors, subrecipients, or others) to comply with the requirements of Section 3 and/or meet the minimum numerical goals for employment and contracting opportunities.

### Section 3 Reporting and Compliance Determinations

Absent evidence to the contrary, the Department considers recipients of covered funding to be in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.30. Specifically:

- a. 30 percent of the aggregate number of new hires shall be Section 3 residents;
- b. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
- c. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

**Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so.** Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

Recipients that submit Section 3 reports containing **all zeros**, without a sufficient explanation to justify their submission, are in **noncompliance** with the requirements of Section 3.

Failure to comply with the requirements of Section 3 may result in sanctions, including: debarment, suspension, or limited denial of participation in HUD programs pursuant to 24 CFR Part 24.

Recipients that are subject to annual A-133 Audits may also receive an audit finding for failure to submit form HUD-60002 to HUD.

### **Important Notes for Submitting Form HUD-60002**

- Recipients must submit a separate form HUD-60002 for each type of covered funding (separate reports must be submitted for CDBG and HOME funding).
- Use the online Section 3 Summary Reporting System at: [www.hud.gov/section3](http://www.hud.gov/section3) to ensure that form HUD-60002 is received by the Economic Opportunity Division in HUD Headquarters in a timely manner.
- The “reporting period” option in the online Section 3 Summary Reporting System (box #7) lists quarters but the Section 3 reporting is an annual requirement. Accordingly, recipients should select **Quarter 4** to document the total amount of covered activities/projects that were completed during the entire reporting period.
- If the recipient (or its covered contractors, subcontractors and subrecipients) did not hire any new employees during the reporting period, and/or if no covered construction or non-construction contracts were awarded, the recipient must indicate this in Part III of form HUD-60002 and certify that this information is true and accurate by penalty of law.

### **Where Are Reports Submitted**

Form HUD-60002 must be submitted to HUD’s Economic Opportunity Division, in Washington, DC. Recipients are strongly encouraged to submit form HUD-60002 online at: [www.hud.gov/section3](http://www.hud.gov/section3).

Recipients can also download a hard copy of form-HUD 60002 from the website listed above. Hard copies shall be submitted via fax or mail to:

U.S. Department of Housing and Urban Development  
Attn: Economic Opportunity Division  
451 Seventh Street, SW  
Room 5235  
Washington, DC 20410  
202-708-1286 (fax)

### **Additional Section 3 Guidance and Technical Assistance**

The Economic Opportunity Division is committed to providing recipient’s guidance and technical assistance for compliance with the requirements of Section 3.

For additional information, please visit the Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3). This webpage provides the following tools and information:

- Section 3 Statute—12 U.S.C. 1701u
- Section 3 Regulation—24 CFR Part 135
- Frequently Asked Questions
- Section 3 Model Programs
- Guidance on Section 3 and Economic Stimulus Funding



- Guidance on Section 3 and the Neighborhood Stimulus Program (NSP)
- Sample Section 3 Certification Forms (residents and business concerns)
- Link to HUD's Local Income Eligibility Calculator
- Link to Section 3 Annual Reporting System (form HUD-60002)
- Downloadable Forms
- Contact Information for Economic Opportunity Division staff
- Email inquiries on Section 3 can be sent to [section3@hud.gov](mailto:section3@hud.gov)

**Fulton County Community Development Block Grant Program**  
**ATTACHMENT H: Form HUD 40076 RHED (03/2002)**

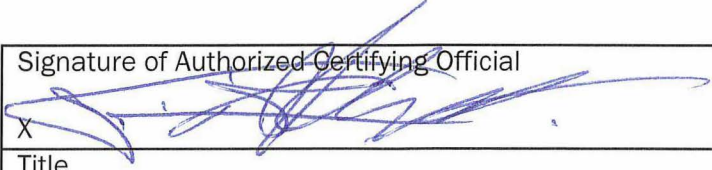
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**Environmental Review Assurances**

The award of funds under this program is subject to the environmental review requirements of 24 CFR part 50. These requirements only apply to grant-funded projects fully or partially funded by HUD, undertaken by grantees and all tiers of subgrantees and subcontractors.

When a project is limited to activities described in 24 CFR 50.19, it does not require an environmental review. All other activities (for example, acquisition of real property, construction, and alteration) are subject to an environmental review. Since the approval of the initial grants in this program must occur prior to the identification of properties to be treated, as is provided for in 24 CFR 50.3(h), the applicant hereby agrees that it will assist Fulton County CDBG (FC CDBG) Program to comply with 24 CFR part 50, and that the applicant shall:

1. Advise FC CDBG Program of all projects requiring a review under 24 CFR part 50 prior to their approval and supply FC CDBG Program with all available and relevant information necessary for FC CDBG Program to perform for each property any environmental review required by 24 CFR part 50;
2. Carry out mitigating measures required by FC CDBG Program or select an alternate property or project;
3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend FC CDBG Program or local funds for these program activities on a HUD-assisted project until FC CDBG Program has completed an environmental review to the extent required under 24 CFR 50 and has given notification of its approval in accordance with 24 CFR 50.3(h) (3); and
4. Include the above requirements in all subgrants and subcontracts.

Signature of Authorized Certifying Official 	Applicant
X	<b>Union City</b>
Title  Vince Williams, Mayor	Date  3/19/2020



# Fulton County Community Development Block Grant Program

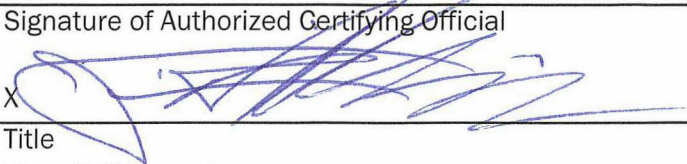
## ATTACHMENT I: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2018 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	Union City
2	Subrecipient DUNS Number	08063227
3	Federal Award Identification Number (FAIN)	B-18-UC-13-0003
4	Federal Award Date	01/01/2018
5	Subaward Period of Performance Start	01/01/2018 start date 9/01/2025 end date
6	Amount of Federal Funds Obligated by This Action	\$162,487.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$162,487.00
8	Total Amount of the CDBG Federal Award	\$1,228,219.51
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Funds for this project will be used specifically for Lester Road Pedestrian Access Improvements.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles  Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name ( identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.  Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable.  The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	Union City is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 ( <i>Statement of Work</i> ) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of <i>Attachment C</i> in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Signature of Authorized Certifying Official X 	Applicant Union City
Title Vince Williams, Mayor	Date 3/19/2020