

**Agenda Item Summary**BOC Meeting Date
10/7/2020**Requesting Agency**

Community Development

Commission Districts Affected

All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to enter into a Memorandum of Understanding between Fulton County--as the GA 502 Fulton County Continuum of Care (CoC) Collaborative Applicant through its Department of Community Development--and the Gateway Center to serve as the lead agency to work with the Fulton County Homeless Division to create a new county-wide assessment center. Funding in the amount of \$249,079 will support the coordination and the delivery of homeless services for individuals and families who are at-risk of homelessness or are currently or formerly homeless that resides in Fulton County. The Assessment Center's homeless coordinated entry work, except for Atlanta, is 100% Grant Funded.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A. Section 36-10-1 states that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered in its minutes.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes Health and Human Services

Is this a purchasing item?

No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Scope of Work: (Provide a brief project scope of work of the services/work to be provided) Homelessness is a complex social issue with many contributing factors that cannot be easily or quickly solved by a single agency or organization. Solutions require both immediate and long-term strategies, and partnerships with County agencies, municipalities, community organizations, and individuals in the community. The CoC Program Rule at 24 CFR 578.7(a)(8) requires that CoCs establish a Centralized or Coordinated Assessment System. HUD's primary goals for coordinated entry processes are that assistance be allocated as effectively as possible and that it be easily accessible no matter where or how people present. Coordinated entry processes help communities prioritize assistance based on vulnerability and severity of service needs to ensure that people who need assistance the most can receive it in a timely manner. Coordinated entry processes also provide information about service needs and gaps to help communities plan their assistance and identify needed resources.

On July 22, 2020, Fulton County released an application to select one lead agency to work with the Fulton County Homeless Division and CoC to create a new countywide assessment center model.

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

To that end, the Gateway Center will work with the Fulton County Homeless Division to create Coordinated Assessment System Standard Operating Procedures (SOPs) and a new county-wide assessment center model that will include Homeless Assessment offices in North and South Fulton County. The Assessment Center will coordinate and or provide the following services.

1. Reunification program assists homeless residents with assistance to return to their home communities
2. Substance Abuse, and Mental and Public Health
3. Street Outreach
4. Homeless Prevention
5. Rapid Rehousing
6. Supportive Housing
7. Provide emergency services, crisis intervention, transitional and permanent supportive housing to Persons Living with HIV/AIDS (PLWHA).
8. Provide emergency services, crisis intervention, transitional and permanent supportive housing to services for Veterans and their Families
9. Work collectively with metro municipality CoCs and affordable housing providers.
10. Other services such as health and criminal justice, etc.

Community Impact: The Homeless Assessment Center will create a County unified approach to make homelessness rare, brief, and non-recurring.

Department Recommendation: Approve the requested action.

Project Implications: The alignment of the public and private resources/partners that fund and support projects in the homeless system are an essential first step towards achievement of a comprehensive system.

Community Issues/Concerns: N/A

Department Issues/Concerns: The Homeless Division is proposing an initial contract with annual renewals up to three years to strengthen Fulton County Homeless Division's homeless coordination management capacity.

History of BOC Agenda Item: No

Contract & Compliance Information*(Provide Contractor and Subcontractor details.)*

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

20-0670

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
Total Contract Value	.			
Total M/FBE Values	.			
Total Prime Value	.			
Fiscal Impact / Funding Source <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> 461-121-CI19-1160: Grants, Community Development, Professional Services - \$(249,079)				
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> Memorandum of Understanding				
Source of Additional Information <i>(Type Name, Title, Agency and Phone)</i> Dawn Butler, Division Manager, Department of Community Development, 404-808-4150				

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Continued

Procurement**Contract Attached:**

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Previous Contracts:

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Solicitation Number:

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Submitting Agency:

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Staff Contact:

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Contact Phone:

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Description:.**FINANCIAL SUMMARY****Total Contract Value:**

Original Approved Amount: .

Previous Adjustments: .

This Request: .

TOTAL: .

MBE/FBE Participation:

Amount: . %: .

Amount: . %: .

Amount: . %: .

Amount: . %: .

Grant Information Summary:

Amount Requested: \$249,079.00

x ☐

Cash

Match Required: .

☐

In-Kind

Start Date: 09/01/2020

☐

Approval to Award

End Date: 08/31/2021

☐

Apply & Accept

Match Account \$: .

Funding Line 1:

. 461-121-CI19-1160:

\$(249,079)

Funding Line 2:

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Funding Line 3:

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Funding Line 4:

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KEY CONTRACT TERMS**Start Date:**

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End Date:

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Cost Adjustment:

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Renewal/Extension Terms:

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ROUTING & APPROVALS

(Do not edit below this line)

X	Originating Department:	Butler, Dawn	Date: 9/29/2020
X	County Attorney:	Stewart, Denval	Date: 9/29/2020
.	Purchasing/Contract Compliance:	.	Date: .
X	Finance/Budget Analyst/Grants Admin:	Ash, Angela	Date: 9/28/2020
X	Grants Management:	Ash, Angela	Date: 09/23/2020
X	County Manager:	Gillespie, Alana	Date: 9/29/2020

**MEMORANDUM OF UNDERSTANDING
Between Fulton County, Georgia and Gateway Center**

This Memorandum of Understanding ("MOU"), entered into this _____ day of _____, 2020 by and between Fulton County, Georgia, a political subdivision of the State of Georgia ("Fulton County"), acting through its Department of Community Development, as the GA 502 Fulton County Continuum of Care Collaborative Applicant, and Gateway Center, (GWC), a domestic nonprofit corporation, located at 275 Pryor Street SW, Atlanta, GA 30303.

W I T N E S S E T H:

WHEREAS, Fulton County serves as the Collaborative Applicant, as defined under 24 CFR, Part 578.3, for the Fulton County Georgia-502 Homeless Continuum of Care ("GA 502 Fulton County CoC") and provides administrative support to the GA 502 Fulton County CoC Board; and

WHEREAS, Fulton County is the recipient of a Coordinated Entry Grant from the U.S. Department of Housing and Urban Development ("HUD") to create and operate a homeless coordinated entry process for the geographical area of Fulton County, outside of the City of Atlanta; and

WHEREAS, the Coordinated Entry process in Fulton County is referred to as the Coordinated Intake and Assessment System ("CIAS"); and

WHEREAS, CIAS refers to a single process for the citizens of Fulton County to receive homeless prevention, housing, and/or other services; and

WHEREAS, CIAS features HUD and County funded services as well as other community based nonprofit service agencies; and

WHEREAS, GWC qualifies for award of HUD and County funding as part of the overall Fulton County 2020-2024 Consolidated Planning document; and

WHEREAS, the Parties deem it to be in the best interest of both parties to enter into this MOU under the terms and conditions expressed herein; and

NOW, THEREFORE, in consideration of the promises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

BACKGROUND

Provisions in the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and Emergency Solutions Grant (ESG) Program interim rules require that all CoCs establish a coordinated entry system. As a result, the Fulton County Board of Commissioners and GA 502 Continuum of Care Board (CoC)

have also adopted the Coordinated Entry System (CES) requirements. The CoC's CES is designed to assess and assist in meeting the housing needs of people at –risk of homelessness and people experiencing homelessness no matter where or how people present. CES is a collaborative effort between homeless assistance organizations, domestic violence service providers and other mainstream services whose main function is to help people in need by referring clients to the most appropriate service strategy or housing intervention.

GWC is designated as the Lead Agency for the Coordinated Entry System by the Fulton County Board of Commissioners and the GA 502 Continuum of Care and is charged with managing the daily activities associated with CES planning, implementation, operations, and evaluation. Fulton County's Homeless Division and the GA 502 Continuum of Care will ensure that Gateway, Inc. satellite offices are established and operating to meet the following requirements of CES:

- Covers the GA 502 CoC geographic area;
- Easily accessed by individuals and families seeking housing our services;
- Well – advertised;
- Comprehensive assessment of individuals and families for housing and services;

GOALS AND GUIDING PRINCIPLES

The goal of the coordinated entry process is to provide each consumer with adequate services and supports to meet their housing needs, with a focus on returning them to housing as quickly as possible. The guiding principles will help the GA 502 CoC and its members meet these goals.

GWC also agrees to adopt these guiding principles:

- **Consumer Choice:** Consumers will be given information about the programs available to them and have some degree of choice about which programs they want to participate in. They will also be engaged as key and valued partners in the implementation and evaluation of coordinated entry through forums, surveys, and other methods designed to obtain their thoughts on the effectiveness of the coordinated entry process.
- **Collaboration:** Because coordinated entry is being implemented system wide, it requires a great deal of collaboration between the CoC, providers, mainstream assistance agencies (e.g., Fulton County's Health and Human Services, hospitals, and jails), funders, and other key partners. This spirit of collaboration will be fostered through open communication, transparent work consistently scheduled meetings between partners, and consistent reporting on the performance of the coordinated entry process and request for assistance.
- **Accurate Data:** Data collection on people experiencing homelessness is a key component of the coordinated entry process. Data from the assessment process that reveals what resources consumers need the most will be used to assist with reallocation of funds and other funding decisions. To capture this data accurately, all assessment staff and providers must enter data into the Coordinated Entry System (with the exception of some special populations and other cases, outlined later in this

document) in a timely fashion. Consumers' rights around data will always be made explicit to them, and no consumer will be denied services for refusing to share their data.

- **Performance-Driven Decision Making:** Decisions about and modifications to the coordinated entry process will be driven primarily by the need to improve the performance of the homelessness assistance system on key outcomes. These outcomes include reducing new entries **into homelessness, reducing lengths of episodes of homelessness, and reducing repeat entries into homelessness.** Changes may also be driven by a desire to improve process-oriented outcomes, including reducing the amount of waiting time for an assessment and availability to particular housing options.
- **Housing First:** Coordinated entry will support a housing first approach, and will thus work to connect households with the appropriate permanent housing opportunity, as well as any necessary supportive services, as quickly and effectively as possible.
- **Prioritizing the Hardest to House:** Coordinated entry referrals will prioritize those households that appear to be the hardest to house or serve for program beds and services. This approach will ensure an appropriate match between the most intensive services and the people least likely to succeed with a less intensive intervention, while giving people with fewer housing barriers more time to work out a housing solution on their own. It is hoped that this approach is most likely to reduce the average length of episodes of homelessness and result in better housing outcomes for all. The hardest to house will be defined by using the Vulnerability Index- Service Prioritization Decision Tool Version 2 (VI-SPDAT)

PURPOSE

The GA 502 Continuum of Care has established a service strategy for CES that reflects local community resources, client needs, provider capacity and unique CoC geography characteristics to better serve consumers through Coordinated Entry.

In order to ensure the consistent implementation of the COC CES Guiding Principles, the COC in collaboration with Pathways, Inc., and GWC, will develop Standard Operating Procedures, for the implementation of CES. Additionally, this MOU ensures that all providers in this CoC are using the coordinated entry system in an open, transparent, and consistent way.

NOW, THEREFORE, the parties to this MOU set forth the following as the terms and conditions of their understanding:

ARTICLE I. RESPONSIBILITIES OF PARTIES

In consideration of the mutual aims and desires of the Parties to this MOU and in recognition of the public benefit to be derived from effective implementation of the program involved, the Parties agree that their respective responsibilities under this MOU shall be as follows:

GWC Responsibilities:

Gateway, Inc. as the Lead Agency will:

A. Planning

1. GWC will be responsible for the operation of the GA 502 Fulton County CoC Coordinated Intake & Assessment Center.
2. Provide monthly updates on the COC CES efforts to the local service providers;
3. Execute a partnership agreement with any service providers with which CES participating agencies.
4. Coordinate with Fulton County's various grant and funding homeless provider recipients on coordinated entry, performance measurement, written standards, and other related topics;
5. Coordinate, integrate, and leverage resources to maximize impact of services for individuals who are experiencing homelessness;
6. Develop and implement written Standard Operating Procedures on how CES will be operated;
7. Provide at least annual training to Fulton County and the GA 502 funded homeless service agencies;
8. Identify local access points for its CES that cover the CoCs geography and can be accessed by all households in need of assistance;
9. Develop an affirmative marketing plan that communicates how local stakeholders can access their local CES;
10. Provide marketing materials to local providers and assessment centers to ensure consistent communication about CES;
11. Ensure that all persons experiencing a housing crisis must access CoC services and housing using CoC defined access points through street outreach and Coordinated Entry marketing campaigns;
12. Communicate project vacancies (bed and/or unit) to the Coordinated Entry Lead Agency for proper record keeping of HMIS;
13. Provide Fulton County with the following policies including Emergency Services, Non-discrimination and grievance, fair and equal access, street outreach and plans for assessing consumers.
14. Distribute all marketing materials provided by Fulton County's Homeless Division and the GA 502 CoC to local stakeholders to ensure consistent and comprehensive communication about CES;

II. Assessment

1. Incorporate the CoC agreed tool VISPDAT version 2.0 as a component of the Comprehensive Assessment phase;
2. GWC will be responsible for performing assessments, training other providers in conducting assessments, making referrals for emergency centers, and providing rental/utility assistance to low/moderate income individuals and families.
3. Establish dedicated Assessment Center email and telephone numbers.

III. Standards

1. Publish local standards for prioritization and referral, and ensure that all participating providers are following these expectations;

IV. Data and Evaluation

1. Coordinate HMIS access with Pathways;
2. Evaluate at 6 months CES performance and progress of the CES. Implement quality improvement adjustments to the CES as necessary.

V. Access

1. Only use the designated assessment tools for coordinated entry when assessing for client eligibility and referrals;

VI. Referral

1. Only enroll those clients referred according to the CoC's designated referral strategy;
2. Data and Evaluation
3. Enter all data on clients in HMIS, as required by HMIS data timeliness, completeness, and quality standards;
4. Review any reports from the CoC on the performance of the agency in CES; and

VII. Fiscal Responsibility

1. Within thirty (30) days of the completion of each month's services pursuant to this MOU between September 1, 2020 through August 31, 2022, GWC is responsible for submitting a monthly detailed, itemized invoice on or before the 15th day of the month to Fulton County requesting reimbursement for costs as identified in Attachment A, the Coordinated Intake and Assessment Center Budget.
 - Failure to submit invoices on or before the 15th day for services dated for the closing (prior) month can result in the reallocation of the funds and termination of the contract.
2. The total amount of reimbursement sought by Gateway during the duration of this MOU shall not exceed \$249,079.00.
3. On a monthly basis, Gateway shall provide a report capturing data, outcomes and expenditures relating to the services being provided under this MOU, which shall also contain any other information as may be requested by the Department of Community Development as noted in Attachment A.

County Responsibilities:

1. Upon receipt of each monthly invoice for work completed between September 1, 2020 and August 31, 2021 as described in Attachment A of this MOU, Fulton County, acting through its Department of Community Development, will, in reasonable due course, provide monthly payments to Gateway upon conditional commitment of funds as the project is subject to Environmental Review. Payment shall then be made through reimbursement of costs incurred by Gateway 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.

2. Each payment shall be made from funds allocated from the Coordinated Intake and Assessment grant through the GA 502 Fulton County Continuum of Care Collaborative Applicant.
3. The total amount of reimbursement provided by the GA 502 Fulton County Continuum of Care Collaborative Applicant, acting through Fulton County's Department of Community Development, during the duration of this MOU shall not exceed \$20,756.58 per month, but in no event will the County pay more than \$249,079.00 during the term of this MOU.
4. The total amount of in-kind contributions provided by GWC is \$123,713.00 and shall be used to carry out services at the Fulton County Assessment Center, per the Coordinated Intake Assessment 2019 HUD allocation.
5. The Coordinated Intake and Assessment Center Outreach Budget identifies the source and amount of funding that will be a reimbursed monthly as described in Attachment A of this MOU.

ARTICLE II. TERM AND AGREEMENT

1. Upon approval, the Term of this MOU shall be effective September 1, 2020 and remain in full force and effective until the 31st day of August 31, 2022 or until the MOU is canceled or terminated by the Parties in accordance with the terms set forth herein.
2. If through any cause, GWC shall fail to fulfill its obligations under this MOU, or in the event that any of the provision or stipulations of this MOU are violated by North Fulton Community Charities, the County, acting through its Community Development Department, shall thereupon have the right to immediately suspend or terminate this MOU by serving written notice as defined herein upon GWC of its intent to suspend or terminate this MOU. If the MOU is terminated pursuant to this paragraph, GWC shall be exclusively limited to receiving only the compensation for work satisfactorily performed up to and including the date of the written termination notice and shall reimburse County for services not satisfactorily performed. Gateway will be afforded a ten (10) day cure period from written notice of a breach by the County.
3. Notwithstanding the above provisions, the parties agree that either party may terminate this MOU at any time during the term of this MOU upon thirty (30) days written notice, by certified mail, return receipt requested, with proper pre-paid, or by hand delivery, to the other party. The termination shall become effective on the

thirtieth (30th) day after the date of such written notice. If this MOU is terminated pursuant to this paragraph, Gateway shall be exclusively limited to receiving compensation for only the work satisfactorily performed up to and including the effective date of termination.

4. Fulton County, acting through its Community Development Department, shall have the right to suspend immediately GWC's performance hereunder on an emergency basis whenever necessary, in the opinion of the Community Development Department, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE III. NON-APPROPRIATION

This MOU states the total obligation of the County to GWC. Notwithstanding anything contained in this MOU, the obligation of the County to make payments provided under this MOU shall be fulfilled through funds currently available to the County and set aside for such purposes. The County does not anticipate needing to appropriate any additional funds from other sources or future income streams in order to satisfy the terms of this MOU. Regardless of that anticipation, nothing in this contract obligates the County to appropriate any additional funds which would constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation.

ARTICLE IV. INSURANCE

GWC agrees to secure insurance covering all operations, goods or services provided pursuant to this MOU based on the following: (i) Commercial General Liability (CGL) Insurance with coverage limits of no less than \$1,000,000.00 per occurrence/aggregate. Certificate of Insurance shall list Fulton County Government, its' officials, officers and employees as additional insured under the CGL Policy via attachment of ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis. The obligations for the GWC. to procure and maintain insurance shall not be constructed to waive or restrict other obligations. Fulton County's acceptance of a certificate of insurance or other proof of insurance that does not comply with the aforementioned insurance requirement shall not act as a waiver GWC breach of this MOU or of any of the County's rights or remedies under this MOU. Fulton County Risk Management may require additional proof of insurance, including but not limited to policies and endorsements.

ARTICLE V. GENERAL PROVISIONS

1. No modification or alteration of this MOU will be valid unless modification is made in writing, submitted to and approved by both parties and attached to this Memorandum of Understanding.
2. The failure of either party at any time or times to enforce any provision of this MOU shall in no way be construed to be a waiver of such provisions or to affect the validity

of this MOU or any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with the terms of the MOU.

3. GWC shall indemnify and hold harmless the County, its officers, directors, employees, and agents, harmless for any and all injuries, damages, claims, costs and expenses arising out of GWC operations under this MOU or caused by GWC's officers, directors, employees, agents, contractors and subcontractors, or arising out of use the premises occupied by GWC. This clause shall remain in effect after the termination or expiration of this MOU.
4. This MOU sets forth the entire MOU between the parties and supersedes all prior oral and written understanding, representations and discussion between the parties respecting the subject matter of this MOU.
5. Neither party shall assign any of the obligations or benefits of this MOU.
6. This MOU shall not be construed as, or deemed to be, an MOU for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.
7. This MOU shall be construed by and governed by the laws of the State of Georgia.
8. If a court of competent jurisdiction renders any provision of this MOU to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this MOU shall continue in full force and effect as if the invalid provision were not part of this MOU.
9. This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
10. GWC warrants and guarantees that the person executing the MOU on its behalf is duly authorized to execute the MOU and bind GWC to the terms and conditions of the MOU.

ARTICLE VI. NOTICES

For purposes of this MOU, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:

Fulton County Department of Community Development
137 Peachtree Street
Atlanta, Georgia 30303

Copy to:

Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Gateway Center:
Raphael Holloway
CEO
275 Pryor Street SW,
Atlanta, GA 30303

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MOU through their duly authorized officers on the day and year first written above.

FULTON COUNTY, GEORGIA

GATEWAY

Approved:

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Raphael Holloway
Gateway Center

Attest:

Attest:

Tonya R. Grier,
Interim Clerk to the Commission
(Affix corporate seal)

Approved as to Content:

Pamela Roshell,
Deputy Chief Operating Officer
Interim Director of Community Development

Approved as to Form:

Office of the County Attorney

ATTACHMENT A: BUDGET

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 I(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 Sub-recipient 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 Sub-recipient 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 I (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 I(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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient lower tier Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient responsible therefore shall be liable for the unpaid wages. In addition, such contractor and Sub-recipient 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 Sub-recipient 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 Sub-recipient for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or Sub-recipient 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 Sub-recipient or lower tier Sub-recipient 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.

ATTACHMENT F-1: Policy 100-28
Georgia Security and Immigration Compliance Act (01/01/2010)

Affidavit Verifying Status of Benefit Applicant

Pursuant to the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1), effective July 1, 2007, every agency in **FULTON COUNTY** providing public benefits through any local program is responsible for determining the immigration status of citizen applicants for said benefits.

By executing this affidavit under oath, as an applicant for benefits, I am stating the following with respect to my application for benefits from Fulton County Government:

_____ 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

Printed Name

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE
_____ DAY OF _____, 20____.

Notary Public
My Commission Expires:

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)

ATTACHMENT F-2: Policy 100-28
Georgia Security and Immigration Compliance Act (01/01/2010)

Sub-recipient Affidavit

By executing this affidavit, the undersigned Sub-recipient verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that Agency Name (hereinafter "Prime Sub-recipient") 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 Sub-recipient 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 Sub-recipient will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Sub-recipient Affidavit attached hereto. The Prime Sub-recipient 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/E-Verify User Identification Number

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

Date

Title of Authorized Officer or Agent of Prime Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20__.

Notary Public
My Commission Expires:

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)