



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, August 08, 2023

1:20 PM

ADMINISTRATIVE SERVICES

1. Motion to approve the minutes of the Administrative Services Committee held on July 11, 2023.
2. Motion to **approve** RFP 23-850 Professional Services for Executive Recruiting Services to Developmental Associates, LLC in the amount of \$31,750.
3. Motion to approve the lease between Augusta, Georgia and the Downtown Development Authority of Augusta-Richmond County for property located at 600 Broad Street.
4. Receive as information a presentation by the Downtown Development Authority.
5. Motion to approve Housing and Community Development Department's (HCD's) request to enter into agreement for Consultant Services with Point To Point Environmental for the Acquisition of one (1) Historic property located at 2403 Mount Auburn Street.
6. Motion to approve HCD's request to enter into a service agreement with The Environmental Institute for one (1) Instructor to administer a Lead Worker and Renovation, Repair, and Paint (RRP) course.
7. Discuss the adoption of an Environmental Justice Ordinance. (**Referred from the August 1, 2023 Commission Meeting**)



Administrative Services Committee

August 8, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Administrative Services Committee held on July 11, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, July 11, 2023

1:20 PM

ADMINISTRATIVE SERVICES

PRESENT

Mayor Garnett Johnson

Commissioner Francine Scott

Commissioner Tony Lewis

Commissioner Sean Frantom

Commissioner Jordan Johnson

1. Motion to receive as information update on relocating Augusta Rowing Club from Boathouse.

Motion to approve referring this item to the full Commission without a recommendation.

Motion made by Johnson, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

2. Update on the Operational Audit as approved by the Commission on May 2, 2023. **(Requested by Commissioner Catherine McKnight)**

Motion to approve receiving this item as information.

Motion made by Johnson, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

3. Approve concept plan for Big Oak Park and continue with the preliminary and final design process.

Motion to approve.

Motion made by Frantom. Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

4. Motion to receive as information update regarding Christmas Decorations for South Augusta specifically Tobacco Road.

Motion to refer this item to the full Commission without a recommendation and also to receive a cost estimate on the purchase of Christmas light decorations for Jimmy Dyess Parkway.

Motion made by Johnson, Seconded by Scott.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

5. Motion to approve the minutes of the Administrative Services Committee held on June 13, 2023.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

6. Motion to approve Housing and Community Development HCD's request to enter into a Memorandum of Understanding with Augusta/CSRA Habitat for Humanity, Inc. to provide affordable housing to families in Augusta, Georgia.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

7. Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Antioch Ministries Inc. to provide Architectural services for Workforce Housing.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

8. Motion to approve HCD's contract procedural process relative to authorization of Agreements/Contracts/HUD Forms related to HCD's federally funded programs for the remainder of calendar year 2023 (June – December 2023).

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

9. Motion to approve the lease between Augusta, Georgia and Georgia State Properties Commission for property located at 3423 Mike Padgett Highway.

Motion to approve.

Motion made by Frantom, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

10. Presentation of the Rightsizing Plan recommendations by Interim Administrator Douse.

Motion to refer this item to the full Commission without a recommendation and to ask the Administrator to recommend for approval certain portions from the plan that would not have any affect on the Compensation study. Item 1.

Motion made by Johnson, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

11. Receive as information a written recommendation from the Administrator regarding a funding request for the JA Discovery Center of the CSRA from Ms. Ashley Whitaker representative Junior Achievement of Georgia.

It was the consensus of the Commission to refer this item to the full Commission without a recommendation without objection. The funding source for this year will provide \$10,000 from the Contingency Fund and the remaining \$40,000 would be included in the operational budget for each of the next four years which will be spelled out in a Memorandum of Understanding between Augusta and Junior Achievement.



Administrative Services

Meeting Date: 8/8/2023

Approval of Developmental Associates for Executive Search Services for Administrators Position

Department:	Human Resources Department
Presenter:	Anita Rookard, Director
Caption:	Motion to approve RFP 23-850 Professional Services for Executive Recruiting Services to Developmental Associates, LLC in the amount of \$31,750.
Background:	At the Commission meeting held on Tuesday, June 29, 2023, the Augusta, Georgia Commission approved starting a southeastern regional search for an Administrator using the previous process and using an outside firm.
Analysis:	RFP item 23-850 was let by the Procurement Department with 10 firms responding. Of the 10 firms, 9 firms were compliant and were evaluated utilizing the guidelines in the Procurement Code. Developmental Associates was the firm with the highest score. Contract negotiations were initiated, and a draft contract was agreed upon pending Commissions approval.
Financial Impact:	The fees for the services is \$31,750.00 to include recruitment expenses of \$10,000 and Advertising Expenses in the amount of \$2,500.00. Additional servicers requested will negotiated with a base a rate of \$250.00/hr.
Alternatives:	Do not approve – Rebid
Recommendation:	Approve award to Developmental Association, LLC penning approval of the contract by Commission and execution of the contract by the Mayor. 101-01-5510 / 5212999
Funds are available in the following accounts:	
<u>REVIEWED AND APPROVED BY:</u>	N/A



AGREEMENT

THIS AGREEMENT (Agreement") is made and entered into this ____ day of August 2023 by and between the **Augusta, Georgia** hereinafter referred to as the "City", Party of the first part, and **DEVELOPMENTAL ASSOCIATES, L.L.C.** hereinafter referred to as "Consultant", Party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the Parties hereto, the Consultant hereby agree to perform, and City agrees to compensate Consultant for, all necessary professional consultant services to provide Recruitment, Screening, and Assessment Processes for the Position of City Administrator, as described in the proposal dated July 20, 2023 (RFP 23-850 Professional Services for Executive Recruiting Services), which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written Proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services;" provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the Parties to take account of the date, if any, by which this Agreement is executed by both Parties.
2. Consultant shall prepare and present to the City a written summary of at least twelve (12) candidates with the most promising qualifications and experience. Consultant shall assist the City in evaluating these candidates and further identifying the top seven (7) candidates for serious consideration and interviews.
3. Consultant's compensation for the services outlined in the Scope of Services shall be \$31,750 for the recruitment, screening, and assessment process for City Administrator.

In addition to the foregoing compensation, the City may elect to (i) administer and analyze the EQi Assessment instrument for up to seven (7) candidates at a cost payable to Consultant of \$250 per candidate or a total cost of \$1250 payable to Consultant; and (ii) to provide coaching to the successful candidate and any internal candidate at a cost payable to Consultant of \$250 per candidate.

Litigation support, expert witness testimony, and depositions would be billed at an hourly rate of \$250 per hour unless Developmental Associates is responsible for losing a grievance or legal case. In that event, there would be no charge for litigation support.

4. Consultant shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City. Consultant's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Consultant for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
5. If any items in any invoices submitted by the Consultant are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify Consultant of the dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.
6. The Consultant assume full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Consultant's employees engaged in the performance of work under this contract. In addition, the Consultant agree to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Consultant be responsible for payment of any taxes relating to the City's income.
7. Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.
8. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.
9. Should any part of this contract be declared unenforceable, all remaining sections shall remain in effect.
10. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Georgia. Venue for any legal action resulting from this Agreement shall lie in Richmond County, Georgia.

11. Consultant hereby covenant and agree that they will not discriminate, with reference to work to be performed pursuant hereto, against any employee or applicants because of age, race, color, religion, sex, disability, sexual orientation, genetic information or national origin.
12. All data, materials, documents, notes, memoranda, intellectual property, and other information provided or disclosed by Consultant to City, or otherwise used by Consultant to provide or perform any Scope of Services, in connection with this Agreement shall be owned solely and exclusively by Consultant and shall constitute the confidential and proprietary information of Consultant for all purposes hereunder (all the foregoing, collectively, "Consultant's Confidential Information"). The City (i) shall neither copy, nor disclose nor distribute to any third party, any of Consultant's Confidential Information without Consultant's prior written consent and (ii) shall not use any such Consultant's Confidential Information, except to the extent permitted hereunder. The City's obligations under this Section 11 shall survive any termination or expiration of this Agreement, and promptly after any such termination or expiration, or upon any request by Consultant, the City shall return to Consultant all such Consultant's Confidential Information and all copies thereof. In no event shall the City acquire any ownership or other rights in any Consultant's Confidential Information, whether by implication or otherwise, except to the extent expressly set forth herein. Subject to the foregoing in this Section 11, Consultant shall make available to the City all data, notes and memoranda completed during the Scope of Services and upon completion of the services will forward to the City the results of the Scope of Services for its use.
13. This Agreement may be terminated by either party at any time and for any reason upon seven (7) days' prior written notice. Upon termination Consultant shall be entitled to payment only for the actual cost of the work completed in conformity with this Agreement and any other costs actually incurred as are permitted by this Agreement.
14. All claims, disputes, and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Georgia.
15. Consultant agrees, on behalf of City, to comply with the requirements of the Fair Credit Reporting Act. Consultant agrees to give notice to and obtain written authorization from every applicant prior to conducting any background investigation on said applicant.
16. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each to be considered as an original by their authorized representative, this

_____ day of _____, 2023.

CONTRACTOR

AUGUSTA, GEORGIA

By: _____

By: _____

Name: _____

Name: Garnett L. Johnson

Title: Chief Executive Officer

Title: Mayor

ATTEST:

ATTEST:

By: _____

By: _____

Name: Lena Bonner

Title: Clerk of Commission

Request for Proposals

Request for Proposals will be received at this office until **Thursday, July 20, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 884 7363 7297; Passcode: 001891 for furnishing**

RFP Item # 23-850 Professional Services for Executive Recruiting Services for Augusta, GA – Human Resources Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, July 19, 2023, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle July 7, 9, 13, 18, 2023
Metro Courier July 13, 2023

Revised: 3/22/21



**RFP Item # 23-850 Professional Services for Executive Recruiting Services
for Augusta, GA – Human Resources Department
RFP Due: Thursday, July 20, 2023 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 15
Total Number Specifications Download (Demandstar): 259
Total Electronic Notifications (Demandstar): 12
Georgia Procurement Registry: 1978
Total packages submitted: 10
Total Noncompliant: ?**

VENDORS	Attachment "B"	E-Verify #	Save Form	Original	7 Copies	Fee Proposal
Stephen Straus Developmental Associates, LLC 510 Meadomont Villiage Circle, #299 Chapel Hill, NC 27517	Yes	1308972	Yes	Yes	Yes	Yes
Kasey Crowe Baker Tilly US, LLP 205 N. Michigan Avenue, 29th Fl Chicago, IL 60601-5927	Yes	375667	Yes	Yes	Yes	Yes
Sam Faragalla Sunshine Enterprise USA 500 Winderley Place Suite 218 Maitland, FL 32751	Yes	1275136	Yes	Yes	Yes	Yes
S. Renee Narloch & Associates 2910 Kerry Forest Pkwy, D4-242 Tallahassee, FL 32309	Yes	811533	Yes	Yes	Yes	Yes
Melani Sepulveda Vega Raftelis Financial Consultants, Inc. 19 Garfield Place, Suite 500 Cincinnati, OH 45202	Yes	266589	Yes	Yes	Yes	Yes
Tiffany Simkins Russell Dover Staffing Parkway Atlanta, GA 30339	Yes	69364	Yes	Yes	Yes	Yes
Tonya Hood Corporate Temps, Inc. 5950 Live Oak Parkway, Suite 230 Norcross, GA 30093	Yes	121762	Yes	Yes	Yes	Yes
William Russell Wesson PFHI Group, LLC 1271 Washington Ave., STE 811 San Leandro, CA 94577	Yes	Exempt	Yes	Yes	Yes	Yes
Loop Recruiting, LLC 972 Broad Street Augusta, GA 30901	Yes	1640930	Yes	Yes	Yes	Yes
PeopleLift www.peopllelift.com	No Non-Compliant	No	No	Yes	Yes	Yes



Evaluation Sheet RFQ Item #23-850 PG 1 of 2
PROFESSIONAL SERVICES for EXECUTIVE RECRUITING SERVICES
for Augusta, GA – Human Resources Department
RFQ Evaluation Date: Wednesday, July 26, 2023 @ 3:00 p.m.


Vendors			Developmental Associates 510 Meadoumont Village Circle, #299 Chapel Hill, NC 27517	Baker Tilly US, LLP 205 N. Michigan Avenue, 29th Fl Chicago, IL 60601-5927	Sunshine Enterprise USA 500 Winderley Place Suite 218 Maitland, FL 32751	S. Renee Narloch & Associates 2910 Kerry Forest Pkwy, D4-242 Tallahassee, FL 32309	Raftelis Financial Consultants, Inc. 19 Garfield Place, Suite 500 Cincinnati, OH 45202	Tiffany Simkins Russell DoverStaffing Parkway Atlanta, GA 30339	Corporate Temps, Inc. 5950 Live Oak Parkway, Suite 230 Norcross, GA 30093	Loop Recruiting, LLC 972 Broad Street Augusta, GA 30901	PFHI Group, LLC 1271 Washington Ave., STE 811 San Leandro, CA 94577	PeopleLift www.peoplelift.com
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)									
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience		(0-5)	25	4.3	4.0	3.6	4.3	4.0	3.5	3.6	3.9	3.4
3. Timeline		(0-5)	25	4.3	4.0	3.3	3.6	3.8	3.8	3.3	3.3	3.4
4. Strategy of Services		(0-5)	20	4.3	3.9	3.5	3.9	4.0	3.5	3.1	3.5	3.1
5. Scope of Services Provide a scope of services and a proposed outline of tasks, products and schedules. Also, identify the extent of City personnel involvement deemed necessary, including key decision points at each stage of the project. Major proposed deviations from the desired scope of services outlined above should be clearly noted and justified.		(0-5)	20	4.5	4.1	3.9	4.0	4.1	3.6	2.8	3.1	3.1
6. Consulting Staff		(0-5)	5	4.4	4.4	4.1	4.0	4.3	3.8	3.8	3.8	3.8
7. References		(0-5)	5	4.8	4.4	3.5	3.4	3.4	3.0	2.8	3.5	2.9
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 500)				28.0	28.0	26.0	26.0	26.0	26.0	23.0	25.0	25.0

Internal Use Only

Evaluator: Cumulative Date: 7/26/2023 Page 1 of 2

Procurement Department Representative: Nancy Williams

Procurement Department Completion Date: 7/26/23

<div style="display: flex; justify-content: space-between; align-items: center;">  <div> Evaluation Sheet RFQ Item #23-850 PG 2 of 2 PROFESSIONAL SERVICES for EXECUTIVE RECRUITING SERVICES for Augusta, GA – Human Resources Department RFQ Evaluation Date: Wednesday, July 26, 2023 @ 3:00 p.m. </div> </div>										
Vendors	Developmental Associates 510 Meadomont Village Circle, #299 Chapel Hill, NC 27517	Baker Tilly US, LLP 205 N. Michigan Avenue, 29th Fl Chicago, IL 60601-5927	Sunshine Enterprise USA 500 Winderley Place Suite 218 Maitland, FL 32751	S. Renee Narloch & Associates 2910 Kerry Forest Pkwy, D4-242 Tallahassee, FL 32309	Raftelis Financial Consultants, Inc. 19 Garfield Place, Suite 500 Cincinnati, OH 45202	Tiffany Simkins Russell DoverStaffing Parkway Atlanta, GA 30339	Corporate Temps, Inc. 5950 Live Oak Parkway, Suite 230 Norcross, GA 30093	Loop Recruiting, LLC 972 Broad Street Augusta, GA 30901	PFHI Group, LLC 1271 Washington Ave., STE 811 San Leandro, CA 94577	PeopleLift www.peoplelift.com
Evaluation Criteria	Weighted Scores									
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	106.3	100.0	90.6	106.3	100.0	87.5	90.6	96.9	84.4	
3. Timeline	106.3	100.0	81.3	90.6	93.8	93.8	81.3	81.3	84.4	
4. Strategy of Services	85.0	77.5	70.0	77.5	80.0	70.0	62.5	70.0	62.5	
5. Scope of Services Provide a scope of services and a proposed outline of tasks, products and schedules. Also, identify the extent of City personnel involvement deemed necessary, including key decision points at each stage of the project. Major proposed deviations from the desired scope of services outlined above	90.0	82.5	77.5	80.0	82.5	72.5	55.0	62.5	62.5	
6. Consulting Staff	21.9	21.9	20.6	20.0	21.3	18.8	18.8	18.8	18.8	
7. References	23.8	21.9	17.5	16.9	17.2	15.0	13.8	17.5	14.4	
	433.1	403.8	357.5	391.3	394.7	357.5	321.9	346.9	326.9	
Internal Use Only										
Evaluator: _____ Cumulative _____ Date: <u>7/26/2023</u> _____ Page 2 of 2 Procurement Department Representative: <u>Nancy Williams</u> Procurement Department Completion Date: _____										

**GOV HR USA
630 DUNDEE RD SUITE 130
NORTHBROOK, IL 60062**

**RALPH ANDERSEN & ASSOCIATES
5800 STANFORD RANCH RD.
SUITE 410
ROCKLIN, CA 95765**

**SLAVIN MANAGEMENT
CONSULTANTS
3040 HOLCOMB BRIDGE ROAD
NORCROSS, GA 30071**

**RAFTELIS FINANCIAL
CONSULTANTS
341 N. MAITLAND AVE. RM. 300
MAITLAND, FL 32751**

**MANAGEMENT PARTNERS INC.
1730 MADISON RD.
CINCINNATI, OH 45206**

**BAKER TILLY US LLP
380 JACKSON ST. SUITE 300
SAINT PAUL, MN 55101**

**MERCER GROUP INC.
5579 CHAMBLEE DUNWOODY RD
STE B,
ATLANTA, GA 30338**

**POLIHIRE
1875 CONNECTICUT AVE. NW
10TH FL.
WASHINGTON, DC 20009**

**S. RENEE NARLOCH & ASSOCIATES
2910 KERRY FOREST PKWY D4
TALLAHASSEE, FL 32309**

**FGP INT'L
15 BRENDAN WAY, 3140
GREENVILLE, SC 29615**

**CRAWFORD THOMAS RECRUITING
429 S. KELLER RD
ORLANDO, FL 32810**

**LOOP RECRUITING
972 BROAD ST.
AUGUSTA, GA 30901**

**STEPHEN K. STRAUS, PHD
DEVELOPMENTAL ASSOCIATES LLC
8125 KENNEBEC DR.
CHAPEL HILL, NC 27517**

**MAU WORKFORCE SOLUTIONS
501 GREENE ST.
AUGUSTA, GA 30901**

**DEVELOPMENTAL ASSOCIATES LLC
510 MEADOWMONT VILLAGE
CIRCLE #299
CHAPEL HILL, NC 27517**

**ANITA ROOKARD
HUMAN RESOURCE**

**PHYLLIS JOHNSON
COMPLIANCE**

**RFP Item # 23-850 Professional
Services for Executive Recruiting
Services for Augusta, GA – Human
Resources Department
DUE: THURS. 07/20/23 AT 11:00AM**

**RFP Item # 23-850 Professional
Services for Executive Recruiting
Services for Augusta, GA – Human
Resources Department
MAIL: THURS. 07/06/23**

1 of 1

2023-07-07	P...ns, Ebbie		
ZRKG Management, LLC 2023-07-07	cgamble@zrkmanagement.com Gamble, Christopher	N	NOM
Zenith Collective, LLC 2023-07-07	amber@zenithcoll.com House, Amber	N	NOM
Zilo International Group LLC 2023-07-07	MILENA@ZILOINTERNATIONAL.COM ZILO, MILENA	N	NOM
Zoltan Consulting, Inc 2023-07-07	cdaniels@zoltanconsultinginc.com Daniels, Carolyn J	Y	AFA
Zoolch Innovative Systems LLC 2023-07-07	mdamisa@zoolch.com Damisa, Moses	N	NOM
biz assist us llc 2023-07-07	charlisa@bizassistllc.com shelton, charlisa	Y	AFA
cyber sphere llc 2023-07-07	santosh@cysphere.net Kumar, Santosh	N	NOM
cyber sphere llc 2023-07-07	sreekanth@cysphere.net Reddy, Sreekanth		
eLearning Company, Inc. 2023-07-07	thedandyproject@gmail.com Soldatenko, Nicholas	N	NOM
gothamCulture 2023-07-07	chris.cancialosi@gothamculture.com Cancialosi, Christopher	N	NOM
iCloudNexus, Inc. 2023-07-07	shobhan.shah@icloudnexus.com Shah, Shobhan	N	NOM
iLAB, LLC 2023-07-07	katy.tucker@ilabqa.com Tucker, Katy	N	NOM
iLAB, LLC 2023-07-07	meili.vanhull@ilabqa.com Van Hull, Meili		
iLAB, LLC 2023-07-07	us.finance@ilabqa.com Maharaj, Nervasha		
iManagement Solutions LLC 2023-07-07	tdukes@imgtsolutions.com Dukes, Tyrone	N	NOM
jrf consulting services llc 2023-07-07	prodby401j@gmail.com Fears, Joshua	N	NOM
spectrum medical services 2023-07-07	chad@medicalspectrumservices.com godwin, chad	N	NOM
wellness coaches usa 2023-07-07	cdushman@wcusa.com Dushman, Chuck	N	NOM
wellness coaches usa 2023-07-07	mhowe@wellnesscoachesusa.com Howe, Maris		

ETHNIC GROUP	COUNT
African American	124
Asian American	28
Native American	8
Hispanic/Latino	5
Pacific Island/American	4

Non Minority	984
Not Classified	0
Total Number of Vendors	1153
Total Number of Contacts	1978

[PR_bid_email_list](#)

Planholders

Add Supplier

Export To Excel

Supplier (12)

Supplier	Download Date
AP Triton Consulting LLC	07/07/2023
Brown Infrastructure Technologies	07/13/2023
CC Educational Training Services, LLC	07/07/2023
Dodge Data	07/08/2023
Get it Done Landscape Management	07/12/2023
Maxim Healthcare Staffing Services, Inc.	07/09/2023
Office Work Done	07/11/2023
One Stop Staffing Solutions	07/11/2023
Onvia, Inc. - Content Department	07/07/2023
Pierpoint International	07/10/2023
Raftelis Financial Consultants, Inc.	07/08/2023
StartOps, LLC	07/12/2023

Add Supplier

Supplier Details

Supplier Name	AP Triton Consulting LLC
Contact Name	Valerie Erwin
Address	1309 Coffeen Avenue Suite 3178, Sheridan, WY 82801
Email	verwin@aptriton.com
Phone Number	916-692-5510

Remove

Documents

Filename	Type	Action	Item 2.
23-850_RFP	Bid Document / Specifications	View History	

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Administrative Services

Meeting Date: August 8, 2023

AO DDA 600 Broad Lease

Department:	Administrator's Office
Presenter:	Charles Jackson
Caption:	Motion to approve the lease between Augusta, Georgia and the Downtown Development Authority of Augusta-Richmond County for property located at 600 Broad Street.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

STATE OF GEORGIA)
) LEASE AGREEMENT
RICHMOND COUNTY)

THIS LEASE AGREEMENT, made this _____ day of _____, 2023, by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as “Lessor” and DOWNTOWN DEVELOPMENT AUTHORITY OF AUGUSTA-RICHMOND COUNTY (“DDA”), hereinafter referred to as “Lessee”;

WITNESSETH:

1. Premises: The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter set forth, to be paid, kept and performed by the Lessee, does hereby lease unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following property located at 600 Broad Street, Augusta, Georgia, to wit: approximately 13,168 square feet of office space, Parcel No. 0471304000.
2. Term: The term of this lease shall begin on the _____ day of _____, 2023, and shall end on December, 31 2023 and annually renew automatically until December 31, 2033, at midnight, unless sooner terminated by either Lessor or Lessee as herein provided. At the expiration of the initial term, Lessee shall have the option to renew for another ten year term.
3. Rental: Lessee shall pay to Lessor during the term of this lease a yearly rental payment in the amount of \$1.00 payable in advance on the first day of the lease term.
4. Use of Premises: The Premises shall be used for a Downtown Augusta Microenterprise Center funded and in compliance with the Small Business Administration ("SBA") guidelines. It shall not be used for any other purpose without the advance written consent of Lessor. The Premises shall not be used for any illegal purpose, in any manner that creates

a nuisance or trespass, or in any manner so as to invalidate the insurance or increase the rate of insurance on the Premises.

5. Ownership: The premises shall remain the property of the Lessor throughout the term of the lease.

6. Destruction of or Damage to Premises: If the Premises are totally destroyed by storm, fire, flood, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction.

7. Assignment and Subletting: Lessee may not sublease their rights or obligations under this lease. Lessee may, however, at its discretion permit Augusta Technical College or other academic collaborators to manage the day-to-day operations of the Downtown Augusta Microenterprise Center.

8. Signs: Any and all signs placed on the Premises by Lessee with the consent of the Lessor shall be maintained in compliance with rules and regulations governing such signs and the Lessee shall be responsible to Lessor for any damage caused by installation, use, or maintenance of said signs, and Lessee agrees upon removal of said signs to repair all damages incident to such removal. SBA signage and logos shall be permitted and displayed as required by the SBA.

9. Repairs, Alterations and Additions: Any and all repairs, alterations and additions made to the Premises hereby leased by the Lessee, shall be and remain a part of said Premises hereby leased by the Lessee, and shall be surrendered to the Lessor by the Lessee at the expiration of the term of this Lease. Any alterations or additions to the Premises and any repairs, which may affect the physical appearance of the Premises, shall not be made without the advance written approval of the Lessor with such approval being timely and reasonable. Any and all repairs, alterations and additions to the Premises shall be performed in a good and workmanlike manner using appropriate historic or new materials and equipment and in compliance with all safety codes and regulations. In the event that any repairs, additions,

alterations or improvements are made by the Lessee after obtaining the written consent of the Lessor through a contractor, the Lessee agrees that it will closely supervise such work and see that all laborers and materialmen are promptly paid so that no lien will accrue or be filed against the Premises; and in the event that the Lessee hires laborers and/or purchases material itself for the improvement of the Premises, it will promptly pay all charges for such labor and materials when the same become due so that no liens will accrue or be filed against the Premises and no claim can be asserted against Lessor for such payment. Lessor shall have the right to call upon the Lessee for a statement or other information concerning the payment of any contractor, laborer and/or materialman who may have furnished labor or materials for the improvement on the Premises and Lessee covenants and agrees that it will immediately give full information in regard to all such to the Lessor upon demand. Lessee, however, shall have the right to remove Lessee's personal property in the nature of trade and/or business fixtures from the Premises at the expiration of this Lease, but Lessee shall, at its own expense, repair any damage to the Premises which may result from the removal therefrom of any such personal property of Lessee. Nothing in this paragraph or in this Lease shall be constructed to authorize the Lessee to remove from the Premises any heating or air conditioning equipment, any electric wiring, electric fixtures, switches, duct-work, pipes, plumbing fixtures, ceiling fans, or any similar materials or equipment which may have been installed by Lessee. Said materials shall become the property of Lessor upon the termination of this Lease, but shall also remain part and parcel of the premises upon the execution of the transfer of the property.

10. Utilities, Maintenance, and Insurance: Upon the execution of this lease, Lessee shall be responsible for any and all utilities, maintenance costs, and insurances through the remainder of the Lease. Lessee may delegate these costs to the operator of the Downtown Augusta Microenterprise Center, but the Lessee is ultimately responsible.

11. No Estate in Land: This contract shall create the relationship of Lessor and Lessee between the parties hereto and no estate shall pass out of Lessor during the term of the lease.

12. Termination: Upon failure of the Lessee to fulfill any of its obligations contained in this Lease, the Lessor shall send the Lessee written notice of such default. The Lessee shall have fourteen (14) days from receipt of such written notice to cure the default described in the notice. Should the Lessee fail to cure the default within the fourteen (14) day period, the Lessor shall have the option to terminate this Lease and, upon such termination, the Lessee shall immediately surrender possession of the Premises back to the Lessor.

13. Holding Over and Extension: At the expiration of this lease, Lessor shall offer Lessee a Ten Year extension, provided that the Downtown Augusta Microenterprise Center truly does serve the public interest in its temporary stewardship of this government owned property. If Lessee remains in possession of Premises after expiration of the term without Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the market rental rate calculated at the end of this Lease; and there shall be no renewal of this Lease by operation of law.

14. Exculpation and Indemnification: The Premises are being leased to Lessee "AS IS", and Lessee accepts said Premises in its present condition and acknowledges that it has inspected the same and found the Premises to be suitable for its intended use. If any repairs to the improvements located on the premises covered by this Lease are required during the term of this Lease, the cost of same shall be paid by Lessee. It is an express condition of this Lease Agreement that, except when caused solely by its negligence, Lessor, its officers, agents, and employees, shall be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its invitees, licensees, agents, or employees, or any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Premises or any part thereof or otherwise arising from Lessee operations under and indemnify and save harmless the Lessor, its officers, agents, and employees, against and from any and all such claims, demands, debts, liabilities, and causes of action (other than those caused solely by Lessor's negligence) including reasonable attorney's fees and costs to be incurred by Lessor in defending same.

Lessee specifically agrees that its operations shall be conducted in compliance with all federal, state and local environmental laws, rules and regulations and agrees to indemnify and hold harmless Lessor and including without limitation, members of the Augusta Georgia Commission harmless from and against all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from the foregoing (i) by reason or on account of damages to or destruction of the property of Lessor, or any property of , injury to or death of any person, resulting from or arising out of Lessee's use of the premises (except when such damages, destruction, injuries or death arise solely by reason of Lessor's negligence), or (ii) arising out of the failure of Lessee to keep, observe or perform any of the agreements or conditions of this Agreement. Lessee will refer to Lessor promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessor or its insurer, and either Lessee shall defend or compromise same following notice from Lessor, then Lessor shall have the right to compromise and defend the same to the extent of its interests, with all cost to be borne by Lessor.

15. Rights Cumulative: All rights, powers and privileges conferred hereunder upon Lessor shall be cumulative but not restrictive to those given by law.

16. Service of Notice: Any notice, demand, request, approval, consent, or other communication (hereinafter referred to as "notice"), which Lessor or Lessee may be required to permit to give to each other shall be in writing and shall be mailed in an official United States Post Office, certified or registered mail, return receipt requested, with adequate postage prepaid, to the other party at the address as each party as designated in this Lease or shall have changed by proper notice in writing to the other. Such addresses are as follows:

Lessor: Augusta, Georgia
Office of the Mayor
535 Telfair Street, Suite 200
Augusta, GA 30901

With Copy to: General Counsel

Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

Administrator
Office of the Administrator
535 Telfair Street Suite 910
Augusta, GA 30901

Lessee:

Executive Director
DDA
1101 Greene Street
Augusta, GA 30901
mwoodard@augustadda.com
jack@tallpines.ltd

With Copy to:

James S. Murray
Turner Padget
209 7th Street, 3rd Floor
Augusta, GA 30901

If notice is not an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date when the receipt is signed, refused or returned unclaimed. If the notice is an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date postmarked by the United States Postal Service. In the event of a postal strike or other interference with the regular delivery of mail, notices may be served in person or by telegram in lieu of certified or registered mail, but shall be effective upon receipt.

17. Waivers of Rights: No failure of Lessor to exercise any power given it hereunder or to insist upon strict compliance by Lessee with any of its obligations hereunder and no custom or practice of the Lessor at variance with the terms hereof shall constitute a waiver of Lessor's right to demand strict compliance with terms hereof.

18. Time of Essence: Time is of the essence of this Agreement.

19. Inspection by Lessor: Lessor, its authorized officers, employees, agents or representatives shall have the right to enter upon the premises to make inspections during regular business hours when a representative of the Lessee is present, or at any time in case of emergency and/or

to determine whether Lessee has complied with and its complying with the terms and conditions of this agreement; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of the Lessee.

20. Taxes: Lessee shall pay all personal property taxes legally assessed against its equipment, furniture or other personal property located on the Premises.

21. Insurance: Lessee hereby agrees to maintain at all times, at Lessee's expense, the following insurance coverage:

- a. Comprehensive General Liability: Lessee shall procure and shall maintain during the life of the Lease, such Comprehensive General Liability and Broad Form Property Damage Insurance as shall protect Lessee and any subcontractor performing Work covered by this Lease from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Lease, whether such operations are by the Lessee or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

<u>General Aggregate</u>	<u>\$2,000,000.00</u>
<u>Products Comp/Ops Aggregate</u>	<u>\$2,000,000.00</u>
<u>Personal and Advertising Injury</u>	<u>\$1,000,000.00</u>
<u>Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>Fire Damage (Any one fire)</u>	<u>\$50,000.00</u>
<u>Medical Expenses (Any one person)</u>	<u>\$5,000.00</u>

- b. Certificates of Insurance: Certificates acceptable to the Lessor shall be attached to the signed Lease Documents when they are transmitted to the Lessor for execution. The Lessor shall be an additional named insured on all insurance certificates.

24. Open Records: The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act. (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for in section and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.

25. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Georgia

26. Venue: All claims, disputes and other matters in question between the Lessor and the Lessee arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Lessee, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

27. Entire Agreement: This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder and no custom or practice of the parties at variance with the terms hereof. This Agreement may only be amended by writing signed by both parties.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

AUGUSTA, GEORGIA

DOWNTOWN DEVELOPMENT
AUTHORITY OF AUGUSTA-
RICHMOND COUNTY

Lessor

Lessee

By: _____

By: _____

Garnett L. Johnson, Mayor

Margaret Woodard, Executive Director

Attest: _____

Sworn to and subscribed before me this ____

Lena J. Bonner, Clerk

day of _____, 2023.

Notary Public

AGREEMENT

PREAMBLE

The purpose of the Downtown Augusta Microenterprise Center shall be to collaborate and establish a Center (the "Center") within the community served by the Downtown Development Authority of Augusta-Richmond County ("the DDA"), Augusta Technical College ("Augusta Tech"), and other Stakeholders. The Center shall provide resources, guidance, and support to entrepreneurs, individuals, and groups interested in starting and developing their own businesses.

1. **Governance and Decision-Making of the Augusta Microenterprise Center:** The Center shall operate under the governance of a joint committee composed of representatives from the DDA (x4), Community Stakeholders (x4), and Augusta Technical College (x3). The committee shall make decisions regarding the strategic direction, programming, and policies of the Center through consensus-based decision-making.
2. **Roles and Responsibilities:**
 - a. **Academic Collaborators i.e. Augusta Tech and others**
 - i. Coordinate in design and build of a physical space with DDA to house the Center and allocate necessary resources for its operations.
 - ii. Offer entrepreneurship courses, workshops, and training programs to students and community members.
 - iii. Support the Center in establishing relevant curricula, academic and career pathways.
 - b. **DDA:**
 - i. Lead the coordination and management of the Center's activities, excluding programming, events, and mentorship opportunities.
 - ii. Seek funding and grants to support the operation and growth of the Center.
 - iii. Collaborate with the providers (i.e. Augusta Tech and Stakeholders) to develop and implement programming, events, entrepreneurship-related curricula, and mentorship opportunities.
 - iv. Holds lease on 600 Broad Street with the City of Augusta for the development of Phase I - Entrepreneur Microenterprise Center.
 - c. **Stakeholders:**
 - i. Provide support, guidance, and expertise in their respective areas of specialization to the Center's activities.
 - ii. Aid in collaborating on and facilitating networking opportunities and mentorship programs for aspiring entrepreneurs.
 - iii. Promote the Center's initiatives to engage the broader community in entrepreneurship-related endeavors.

THIS AGREEMENT (the "Agreement") is made and entered into as of this 28th day of July, 2023, by and between the Downtown Development Authority of Augusta-Richmond County, a public body corporate and politic of the State of Georgia ("DDA") and Augusta Technical College, an institute of higher education located in Augusta, Georgia ("Augusta Tech").

WHEREAS, the DDA has received Fiscal Year 2023 Community Project Funds from the Small Business Administration ("SBA") for a downtown Augusta microenterprise center, funded by Congressionally Directed Spending and advocated for by Georgia Senator Raphael Warnock,

WHEREAS, Augusta Tech has an established Entrepreneurship academic program and has previously operated a Small Business Incubator at the institution,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

1. **Engagement:** The DDA agrees to collaborate with Augusta Tech as the primary but not exclusive academic and programming independent contractor for the downtown Augusta microenterprise center, as part of a larger ecosystem of center ideation and facilitation. The DDA will approve identified opportunities with other educational, civic, for-profit and non-profit and agencies and collaborate, in the spirit of determining appropriateness for success, at the microenterprise center.
2. **Term and Termination:** The term of this agreement shall commence on the date hereof and be up for renewal every ten (10) years. Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days prior written notice of its intent to terminate this Agreement. In the event the Agreement is terminated, grant purchased FF&E is to remain in place to afford continuity as alternate program managing entity may assume responsibilities. Either party may terminate this Agreement at any time if the other party is in default of this agreement and fails to cure such default within twenty (20) days of written notice of such default. If the DDA or Augusta Tech terminates this agreement, the DDA will have full rights to determine a new primary academic collaborator for administration of the center.
3. **Funding:** Grant monies in the amount of \$2,350,000 have been made available to the DDA by the SBA. These dollars are in a dedicated and wholly segregated account, as per federal and agency accounting standards. The DDA will retain a standard project de minimis rate of 10% for necessary indirect costs of the grant.
4. **Center Scope:** The downtown Augusta Microenterprise Center exists to serve new entrepreneurs as both an incubator and active commerce location. Phase One is located at 600 Broad Street. It features academic and programmatic elements, to be led, in part, by

Augusta Tech with supplementary assistance and guidance from the DDA and other community and project stakeholders.

5. **Center Design and Operation:** Dickinson Architects has been hired by Augusta Tech to design the microenterprise center. The DDA must approve designs before they are finalized, and any quotes or invoices will be routed to the DDA for financial reporting purposes. Dickinson will create a design build and negotiate a contract for its execution. The building must display the SBA logo and acknowledgement of support statement as per the Terms and Conditions. Augusta Tech will take responsibility for the daily operations and ongoing financial operations of the Center beyond grant funding.
6. **Microenterprise Center Governance and Management:** The DDA and Augusta Tech will work with a third party, hired by the DDA, to collaborate and create a thorough and project-specific blueprint with asset mapping for the microenterprise center. Augusta Tech will hire and finance an Executive Director to manage day-to-day operations of the center. The DDA will provide guidance as needed to ensure that appropriate expertise informs decisions and that the overall effort is compliant with funding scope.
7. **Financial and Programmatic Progress Reports:** Augusta Tech and any licensed, insured, and bonded subsidiaries hired to take part in the creation and construction of the center must submit monthly financial and programmatic progress reports to the DDA, due no more than ten (10) days after each month's end. The DDA will provide templates for both financial and programmatic reporting.
8. **Funding Disbursements:** The DDA, as grant award recipient, bears burden of fiduciary duty. DDA will manage the disbursement and reporting of funds in full accordance with SBA Terms and Conditions, with \$126,900 allocated for architectural & engineering fees, \$1,590,480 allocated for construction, and \$632,620 allocated for miscellaneous needs. ALL spending requests and receipts must be submitted to the DDA for review prior to fund disbursement. All funding must be disbursed within the SBA's allotted time period as per the Notice of Award, beginning on July 1, 2023, and ending on June 30, 2024.
9. **Additional Rules and Restrictions:** As per 18 U.S.C. 1913, no federal money used for this project may be used for lobbying. Exhibit "A" to this agreement provides additional guidelines for the U.S. Small Business Administration FY 23 Congressional Community Projects that must be followed and adhered to.
10. **Notice:** Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a party or sent by FedEx, UPS, USPS tracked overnight carrier. A notice sent by overnight carrier shall be deemed given on the day after such notice is deposited with such overnight carrier for delivery. Notice(s) shall be addressed to the appropriate party as follows:

DDA:
 Downtown Development Authority of Augusta
 1101 Greene Street
 Augusta, GA 30901
mwoodard@augustadda.com
jack@tallpines.ltd

Augusta Tech:
 Augusta Technical College
 3200 Augusta Tech Drive
 Augusta, GA 30906
jermaine.whirl@augustatech.edu
ilangham@augustatech.edu

11. Entire Agreement: This agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, understandings, agreements and contracts of, by or between the parties, express or implied, oral or written, with respect to the subject matter of this Agreement, all of which are fully merged herein.
12. Amendment: This Agreement may not be altered, amended, enlarged, modified, or changed in any respect except by a writing executed by both parties to this Agreement.
13. Further Assurances: Each party shall, at the request of the other party, at any time and from time to time, promptly execute and deliver, or cause to be executed and delivered, such documents and instruments and take such actions as may reasonably necessary or appropriate to carry out the provisions and intent of this agreement and any instruments delivered pursuant to this Agreement.
14. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia without regard to conflicts of laws principles thereof.
15. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
16. Severability: If any term or provision contained in this agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or in-enforceability shall not affect any other provision hereof; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein; and the remainder of the terms, provisions, covenants and conditions of

this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

17. Counterparts: This Agreement may be executed via any number of counterparts by original or electronic signatures, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the parties to this Agreement.
18. Relationship of the Parties: The relation between DDA and Augusta Tech under this agreement shall be that of independent contractors. Neither party hereto shall be considered an agent, employee, joint venture, partner or fiduciary of the other, and, except as otherwise provided herein, neither party shall have authority to act on behalf of the other party or incur any liability for or on behalf of the other party. Each party to this agreement shall indemnify the other for any liability caused solely by one party's negligence, tort, breach or other act that imposes liability. To the extent allowed by law, and without waiving the right to raise the defense of Sovereign Immunity to claims brought by third parties, each party to this agreement shall indemnify the other for any liability caused solely by one party's negligence, tort, breach or other act that imposes liability.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

DOWNTOWN DEVELOPMENT AUTHORITY OF AUGUSTA

By: Margaret T. Woodard
 Name: Margaret Woodard
 Title: Executive Director

AUGUSTA TECHNICAL COLLEGE

By: Jermaine Whirl
 Name: Jermaine Whirl
 Title: President

U.S. Small Business Administration

FY 23 Congressional Community Projects

Recipient: Downtown Development Authority of Augusta

Federal Assistance Award Number: SBAHQ23I0080

Award Amount: \$2,350,000

Grants Management Officer:

Name: Phuc Nguyen

Email: Phuc.nguyen@sba.gov

Purpose: SEC. 542. For an additional amount for “Small Business Administration—Salaries and Expenses” Congressional funding has been established which shall be for initiatives related to small business development and entrepreneurship, including programmatic and construction activities, in the amounts and for the projects specified in the table that appears under the heading “Administrative Provisions—Small Business Administration” in the explanatory statement described in section 4 (in the matter preceding division A of this consolidated Act): Provided, That, notwithstanding sections 13 2701.92 and 2701.93 of title 2, Code of Federal Regulations, the Administrator of the Small Business Administration may permit awards to subrecipients for initiatives funded under this section: Provided further, That none of the funds made available by this section may be transferred for any other purpose.

Project Title: Downtown Augusta Microenterprise Center

Project Summary: To create a microenterprise center to serve as both an incubator and active commerce location for new entrepreneurs.

Award Terms and Conditions

1. Standard Term - Acceptance of the Terms of an Award

By drawing or otherwise obtaining funds from the Small Business Administration (SBA), the non-federal entity acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award.

Certification Statement: By drawing down funds, the non-federal entity certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawdown. Non-federal entities of Small Business Administration (SBA) earmark agreement must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the SBA Grants Policy effective at the time of award including the requirements of OMB grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or

limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance.

2. Standard Term - Award Expectations

The stipulated reporting requirements as part of this award must be addressed by the project end date. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by SBA.

3. Standard Term - Administrative and National Policy Requirements

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/non-federal entity must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, DOJ, and OMB memorandums, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulation requirements.

4. Standard Term - Executive Pay

The Consolidated Appropriations Act, 2020 (Pub. L. 116-94) signed into law on December 20, 2019, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary per E.O. 13756, was increased to \$199,300 effective January 2021.

The law limits the salary amount that may be awarded and charged to SBA assistance agreements and cooperative agreements. Award funds may not be used to pay the salary of any individual at a rate in excess of Executive Level II. This amount reflects an individual's base salary ~~and~~ of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an SBA grant or cooperative agreement.

5. Standard Term - Non-federal Entity Responsibilities

- a. Be responsive to SBA requests for information and communication. Changes to Your organization's contact information, including Your Agreement Officer Representative (AOR) or other key personnel designated representatives, must be reported promptly to SBA.
- b. Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding Your project made as part of any such process.
 - Provide full access to all activities supported with project funds to the general public without regard to their participation in any paid membership or subscription plan.
 - Maintain adequate staffing levels for the delivery of client services, including

replacing Key Personnel no more than 60 days after they cease their involvement with the project.

- Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc."

- c. Coordinate with SBA and other Agency resource partners operating within Your project service area to maximize the effectiveness of Your efforts and avoid duplication of products and services.
- d. Promote SBA programs, products, and services to clients, as appropriate.
- e. Maintain adequate, readily accessible facilities for assisting clients.
- f. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
- g. Submit and update information to USASpending.gov and other Federal databases, as required.

6. Standard Term - Recipient Integrity and Performance

Appendix XII to 2 CFR Part 200

i. Reporting of Matters Related to Recipient Integrity and Performance

• Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- Reached its final disposition during the most recent five-year period; and
- If one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- Any other criminal, civil, or administrative proceeding if:

- It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

- The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

- **Reporting Frequency**

Unless specified otherwise in the Special Terms and Conditions for Your award, the following reporting timelines apply:

For multi-year performance periods, annual financial and performance reports are due thirty (30) days after each year.

Final Financial Reporting – Non-Federal Entities are required to submit at the end of the performance period (form SF-425).

Final Performance Report – The final report is due thirty (30) days after the period of performance and must be sent directly to your assigned Grants Management Officer.

Reports must be emailed to your designated Grants Management Officer:

Grants Management Officer: Phuc Nguyen

Email: OGMEarmark@sba.gov

7. Standard Term - Acknowledgement of SBA Support/Use of SBA's Logo/Publication Requirements.

It is important that Your clients and the general public are aware of the Congressional Community Program and SBA's role in this project, as well as the taxpayer funded support the Agency is providing under this Award. Therefore, You must include the following acknowledgment of support statement on all materials produced in whole or in part with Project Funds:

"Funded [in part] through a Grant with the U.S. Small Business Administration." For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items regardless of the medium employed. The term "materials" does not include stationery or business cards and SBA's logo may not be used on such items.

Where the non-federal entity (You) use Project Funds to produce materials featuring editorial content, You must use the following alternate acknowledgment of support statement (either independently or in conjunction with the SBA logo):

"Funded in part through a Grant with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA."

In addition, You must display signage featuring the SBA logo at all facilities that are open to the

public and which are being used for project activities. Such signage must prominently feature the acknowledgment of support statement identified above.

Where used, the acknowledgment of support statement must be presented in a legible typeface, font size, and (where applicable) color contrast and must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, You may use “SBA” in the acknowledgment of support statement instead of “U.S. Small Business Administration.”

You may elect to use SBA’s logo on materials produced with Project Funds. You may contact the GMO in order to obtain a high-resolution copy of SBA’s logo and a copy of SBA’s Graphic and Use Guide. Where used, the SBA logo may be positioned in close proximity to Your organization’s logo or may be placed in a prominent location elsewhere in the material. However, SBA’s logo may not be placed in close proximity to any third party’s logo, or used in such a way as may imply that a relationship exists between SBA and any third party (Note: Your organization’s parent entity is not considered a third party). Additionally, in each instance where You use the SBA logo, You must also include the acknowledgment of support statement in reasonably close proximity to the logo.

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. Additionally, You may not use the SBA logo on any social media sites or services without obtaining prior approval from SBA. For further guidance regarding the prior approval process, see Part III(A)(13) above.

8. Standard Term - Mandatory Disclosures

Recipients must disclose in a timely manner, in writing to the SBA awarding agency with a copy to the SBA Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the SBA OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the SBA OIG and OGM at the following addresses:

US Small Business Administration
Attention: Office of Grants Management
409 3rd Street SW, Suite 500
Washington, DC 20416

AND

US Small Business Administration
Office of Inspector General
409 3rd Street SW, 5th Floor
Washington, DC 20416

Failure to make required disclosures can result in any of the remedies for noncompliance, including suspension or debarment.

9. Lobbying Restrictions

Recipients are subject to the restrictions on lobbying.

18 U.S.C. § 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter- intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of 31 U.S.C. § 1352(a).

10. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the Non-federal entity will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug- Free Workplace for Financial Assistance are found in 2 CFR part 182; SBA implementing regulations are set forth in 2 CFR part 382.400. All non-federal entities of SBA grant funds must comply with the requirements in Subpart B (or Subpart C if the non-federal entity is an individual) of part 382.

11. Non- Transferability

This Award may not be transferred or assigned (either in whole or in part) without prior written approval from SBA. Additionally, no interest in this Award may be conferred upon a third party and the Award may not be pledged as collateral or security.

12. Standard Term - Advancing Racial Equity and Support for Underserved Communities

Executive Order: Advancing Racial Equity and Support for Underserved Communities through the Federal Governments (E.O. 13985 can be found at:

<https://www.federalregister.gov/documents/2021/01/25/2021-01753/advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government>)

13. Standard Term - Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as

amended, and 2 C.F.R. PART 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

Award Term from Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

- 1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
- 2) We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Non-procurement)."

b. Provision applicable to a non-federal entity other than a private entity. We as the federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- 1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 1125.

c. Provisions applicable to any non-federal entity.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) “Employee” means either:

- An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) “Private entity”:

• Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

• Includes:

A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

A for-profit organization.

4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

14. Standard Term - Accessibility Provisions

Non-federal entities of federal financial assistance (FFA) from SBA must administer their programs in compliance with federal civil rights law. This means that non-federal entities of SBA funds must ensure equal access to their programs without regard to a person’s race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. SBA provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency.

The SBA Office for Civil Rights also provides guidance on complying with civil rights laws enforced by SBA.

Recipients of SBA also have specific legal obligations for serving qualified individuals with disabilities. Please contact the SBA Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at 1- 800-827-5722.

15. Standard Term - Accessibility of Facilities and Events

In accordance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities You use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [insert contact information for the person who will make the arrangements]."

16. Standard Term - Data Collection and Performance Measurement:

All non-federal entities are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Non-federal entities must comply with the performance goals, milestones, and expected outcomes.

17. Standard Term - Procurement of Goods and Services:

You are encouraged to follow your own procurement policies and procedures when contracting with Project Funds. Additionally, when using Project Funds to procure supplies and/or equipment, You are encouraged to purchase American-manufactured goods to the maximum extent practicable. American-manufactured goods are those products for which the cost of their component parts that were mined, produced, or manufactured in the United States exceeds 50 percent of the total cost of all their components. For further guidance regarding what constitutes an American-manufactured good (also known as a domestic end product), see 48 C.F.R. Part 25.

18. Standard Term – Recordkeeping

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial, programmatic, and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. **Standard Term - Submitting Responses to Conditions and Reporting Requirements.** Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted to the Office of Grants Management (OGM).

19. Standard Term - FAIN/UEI

The Unique Entity Identifier (formerly DUNS) number means the nine-digit number established and

assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A Unique Entity Identifier number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

20. Standard Term – Whistleblower Protection

If you are a Federal employee, or employee of a contractor, subcontractor, or grantee submitting information to the SBA OIG regarding fraud waste or abuse in the SBA's programs or operations, you are probably a whistleblower. Please be aware, however that specific criteria apply to whistleblower protections afforded by law. For example, disclosures by current and former federal employees, applicants for federal employment, and employees of a federal contractor, subcontractor, or grantee have special meaning and protections.

Federal law prohibits governmental personnel from retaliating against an employee who acts as a whistleblower by reporting suspected waste, fraud or abuse to the OIG. Under the Federal prohibited personnel practices, 5 U.S.C. §2302(b)(8), employees may not "take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment" because the person has disclosed information to an OIG which he or she reasonably believes is evidence of (1) a violation of any law, rule, or regulation, or (2) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, so long as the disclosure is not specifically prohibited by law or Executive Order.

Reporting Fraud

The OIG encourages all SBA employees and lenders to be on the lookout for fraud. If you suspect fraud, please report it to the OIG immediately by contacting the OIG Hotline at 1-800-767-0385 or OIGHotline@sba.gov (link sends e-mail).

21. Standard Term – Restrictions on Certain Types of Clients

You may not utilize project resources to provide counseling services to any concern that:

- is other than small;
- is based in a foreign country;
- is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;
- derives more than one-third of its gross annual revenue from legal gambling activities;
- presents live performances of a prurient sexual nature or derives more than a de-minimus amount of revenue from the sale of products or services of a prurient sexual nature;
- is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

22. Standard Term – Governing Authority/Order of Precedence

This Award is subject to the following requirements and representations, whether stated explicitly

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or incorporated by reference:

1. The statutes, regulations, and policy documents cited in Blocks 1 and 14 of the Notice of Award cover page and any other relevant, subsequently enacted laws.
2. Those terms and conditions set forth below.
3. Your accepted application for this Award, including all forms and assurances, and any subsequently approved additions or modifications.

In the event of a conflict between these requirements, the Order of Precedence listed above will determine which prevails. Unless explicitly stated otherwise, all deadlines discussed in this Notice of Award will be measured in terms of calendar days. By signing Block 23 of the Notice of Award cover page, You acknowledge Your acceptance of all these requirements.

Commencement of Construction

- a) Delayed construction starts. If significant construction (as determined by SBA) is not commenced within two years of the Award date or by the date estimated for start of construction in this Award (or the expiration of any extension granted in writing by SBA), whichever is later, this Award will be automatically suspended by a written notification issued by the Grants Management Officer and may be terminated if SBA determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously.
- b) Early construction starts. The Recipient must make a written request to SBA for early construction start permission (that is, after the date of Award, but before SBA gives formal approval for construction to commence). Costs incurred under a contract are only allowable after SBA determines that the award of the contract is in compliance with all terms and conditions of the Award. If construction commences prior to SBA's determination, the Recipient proceeds at its own risk until SBA's review and concurrence.

Project Sign and Use of SBA Logo

- a) Project sign. The Recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign (or signs) in a conspicuous place at the Project site indicating that the Federal Government is participating in the Project. SBA will provide specifications for the sign and may require more than one sign if site conditions so warrant. If the SBA-recommended sign specifications conflict with State or local law, the Recipient may modify such recommended specifications so as to comply with State or local law.
- b) Use of SBA logo. With SBA's prior written permission, the Recipient may use the SBA logo to publicize the Award as well as to amplify the impact of the Award. In such cases, the SBA logo may be displayed on Award-related materials that discuss or advertise the purpose or use of the Project (e.g. websites, social media, fliers, pamphlets, brochures). To seek permission to use the SBA logo, the Recipient must contact the SBA Grants Management Officer and provide a written description of how the Recipient proposes to use the SBA logo. In general, the SBA logo may be used either alone or next to Recipient's logo. The SBA logo may not be used to endorse a third party as interpreted at SBA's sole discretion. The Recipient must not use the SBA logo in a negative or defamatory manner. SBA may rescind such permission at any time.

Efficient Administration of Project

The Recipient agrees to properly and efficiently administer, operate, and maintain the Project for its estimated useful life. If SBA determines at any time during the estimated useful life of the facility that the Project is not being properly and efficiently administered, operated, and maintained, SBA may terminate this Award (if it is still active) and/or may take appropriate enforcement action to protect the Federal Interest in the Project, including requiring the Recipient to repay the Federal Share.

Additional Requirements Related to Construction Projects.

The Recipient and any subrecipients, must, in addition to other statutory and regulatory requirements detailed in these SBA Construction standard terms and conditions and the assurances made to SBA in connection with the Award, comply and require each of its contractors and subcontractors employed in the completion of the Project to comply with all applicable Federal, State, territorial, and local laws, and in particular, the following Federal laws (and the regulations issued thereunder), executive orders, OMB circulars, OMB Uniform Guidance, and local law requirements.

The Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 3701-3708), which provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project.

The National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101 et seq.), and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800), which require stewardship of historic properties in projects involving Federal funds.

Preservation of Historical and Archeological Data (54 U.S.C. § 312502), which requires appropriate surveys and preservation efforts if a Federally licensed project may cause 21 irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data.

The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.), and the regulations issued thereunder, which prescribe standards for the design and construction of any building or facility intended to be accessible to the public or that may house handicapped employees. 6. The Uniform Relocation Assistance and Real Property.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 et seq.), and implementing regulations issued at 49 CFR part 24 (“Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs”), which establish uniform policies for the fair and equitable treatment of persons, businesses, or farm operations affected by the acquisition, rehabilitation, or demolition of real property acquired for a project financed wholly or in part with Federal financial assistance.

The Energy Conservation and Production Act (42 U.S.C. § 6834 et seq.), which establishes energy efficiency performance standards for the construction of new residential and commercial structures undertaken with Federal financial assistance.

Executive Order 13717, “Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction”, which requires that new buildings constructed with Federal assistance comply with the earthquake-resistant design provisions of the 2015 editions of the International Building Code (IBC) or the International Residential Code (IRC), nationally recognized building codes promulgated by the International Code Council (ICC), or equivalent codes, consistent with the provisions of and to the extent required by 40 U.S.C. § 3312. 9. Compliance with Local Construction Requirements. The Recipient will comply with current local building codes, standards, and other requirements applicable to the Project.

SBA Contracting Provisions for Construction Projects the Recipient must use the “SBA Contracting Provisions for Construction Projects” as guidance in developing all construction contracts. The “SBA Contracting Provisions for Construction Projects” lists applicable SBA and other Federal requirements for construction contracts.

Property

Standards With respect to any property acquired or improved in whole or in part with Award funds, the Recipient must comply with the Property Standards set forth at 2 CFR §§ 200.310 (“Insurance coverage”) through 200.316 (“Property trust relationship”), and SBA’s regulations at 13 CFR part 314. Property acquired or improved in whole or in part by the Recipient under this Award may consist of real property; personal property, including equipment and supplies; and intangible property, such as money, notes, contractual rights, and security interests. Any property reports required under 2 CFR §§ 200.310 through 200.316, such as periodic inventories and requests for disposition instructions, must be submitted to the Grants Management Officer through the Project Officer on Form SF-428 and/or SF-429, as applicable.

Title

- a) Title to equipment, supplies, and intangible property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient. The use, management and disposition of equipment, supplies, and intangible property acquired in whole or in part under this Award must be in accordance with 2 CFR §§ 200.313 (“Equipment”), 200.314 (“Supplies”), and 200.315 (“Intangible property”).
- b) Title to real property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient, subject to the condition that the Recipient uses the real property for the authorized purpose of the Project. See 2 CFR § 200.311 (“Real property”).

SBA’s Interest in Award Property

- a) General - evidence of title of these SBA Construction standard terms and conditions “Recipient as Trustee”, real property, equipment, and intangible property acquired or improved under this Award must be held in trust by the Recipient as trustee for the public purposes of an Award. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by SBA, during which time SBA retains an undivided, equitable reversionary interest in the property (“Federal Interest”).
- b) Before advertising for construction bids or at such other time as SBA requires, the Recipient must furnish evidence, satisfactory in form and substance to SBA, that title to real property required for the Project (other than property of the United States and as provided in 13 CFR § 314.7(c) (“Title”)) is vested in the Recipient and that such easements, rights-of-way, State or local government occupancy or use permits, long-term leases, or other property interests or access rights required for the Project have been or will be obtained by the Recipient within an acceptable time, as determined by SBA. All liens, mortgages, other encumbrances, reservations, reversionary interests, or other restrictions on title or the Recipient’s interest in the property must be disclosed to SBA.
- c) For all Projects involving the acquisition, construction, or improvement of a building, infrastructure, or other real property, as determined by SBA, the Recipient must execute and furnish to SBA, prior to initial Award disbursement or at such other time as SBA requires, a lien, covenant, or other

statement, satisfactory to SBA in form and substance, of SBA's interest in the property acquired or improved in whole or in part with the funds made available under this Award. SBA may permit such statement to be recorded after initial Award disbursement in the event that grant funds are being used to acquire such property or for authorized costs, such as design and engineering services. The statement must specify the estimated useful life of the Project and must include the disposition, encumbrance, and the Federal Share compensation requirements, as well as any other requirements specified by SBA in its reasonable discretion.

- d) This lien, covenant, or other statement of the Federal interest must be perfected and placed of record in the real property records of the jurisdiction in which the property is located, all in accordance with applicable law. SBA may require an opinion of counsel for the Recipient to substantiate that the document was validly executed and properly recorded.
- e) Facilities in which the SBA assistance is only a small part of a larger project, as determined by SBA, may be exempted from the requirements.
- f) In extraordinary circumstances and at SBA's discretion, SBA may choose to accept another instrument to protect SBA's interest in the Project property, such as an escrow agreement or letter of credit, provided that SBA determines such instrument is adequate and a recorded statement.
- g) The terms and provisions of the relevant instrument must be satisfactory to SBA. The costs and fees for escrow services or letters of credit must be paid by the Recipient.
- h) Recording SBA's Interest in Personal Property. For all Projects involving the acquisition or improvement of significant items of equipment or other tangible personal property, including but not limited to watercraft, motor vehicles, machinery, equipment, removable fixtures, or structural components of buildings, the Recipient must execute a security interest, covenant, or other statement of SBA's reversionary interest in the personal property acceptable in form and substance to SBA, which statement must be perfected and placed of record in accordance with applicable law (usually accomplished by filing a Uniform Commercial Code Financing Statement (Form UCC-1), as provided by State law), with continuances re-filed as appropriate
- i) SBA's Interest and the estimated useful life. The Recipient acknowledges that SBA retains an undivided equitable reversionary interest in property acquired or improved in whole or in part with grant funds made available through this Award throughout the estimated useful life (as determined by SBA) of the Project, except in applicable instances set forth 2 CFR 200.

Unauthorized Use of Award Property

The Recipient agrees that if any interest in property acquired or improved in whole or in part with Award funds is disposed of, encumbered, or alienated in any manner, or no longer used for the authorized purposes of the Award during the Project's estimated useful life without SBA's written approval, SBA will be entitled

to recover the Federal Share. Examples of 25 alienation of Award property include sale or other conveyance of the Recipient's interest, leasing or mortgaging the property, or granting an option for any of the foregoing. If, during the Project's estimated useful life, the property is no longer needed for the purposes of the Award, as determined by SBA. See 2 C.F.R. §§ 200.311, 200.313.

Calculating the Federal Share

For purposes of any lien or security interest, the amount of the Federal Share is the portion of the current fair market value of any property (after deducting any actual and reasonable selling and repair expenses incurred to put the property into marketable condition) attributable to SBA's participation in the Project.

Insurance and Bonding

- a) **Insurance.** The Recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided for property owned by the Recipient. Federally owned property need not be otherwise insured unless required by the Terms and Conditions of the Award. See 2 CFR § 200.310 ("Insurance coverage").
- b) **Bonding.** If the Award exceeds the simplified acquisition threshold as defined at 2 CFR § 200.1, SBA may accept the Recipient's or subrecipient's bonding policy and requirements if SBA or the pass-through entity determines that the Federal Interest is adequately protected. If not, the following minimum requirements will apply:
 - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - b. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. See 2 CFR § 200.326 ("Bonding requirements").

Leasing Restrictions

Leasing or renting of facilities or property is prohibited unless specifically authorized by SBA. The Recipient agrees that any leasing or renting of any facilities or property involved in this Project will be subject to the following:

- a) That said lease arrangement is consistent with the authorized general and special purpose of the Award;
- b) That said lease arrangement is for adequate consideration;

- c) That said lease arrangement is consistent with applicable SBA requirements concerning but not limited to nondiscrimination and environmental compliance; and
- d) That all revenue derived from said leasing arrangement shall be subject to “Program Income” of these SBA Construction standard terms and conditions.

Eminent Domain

The Recipient will use funds solely for the authorized purpose of the Project. Pursuant to Executive Order 13406, “Protecting the Property Rights of the American People,” the Recipient agrees:

- a) Not to exercise any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the Project for the purpose of advancing the economic interests of private parties; and
- b) Not to accept title to land, easements, or other interests in land acquired by the exercise of any power of eminent domain for use in connection with the Project for such purposes. The Recipient agrees that any use of the power of eminent domain to acquire land, easements, or interests in land, whether by the Recipient or any other entity that has the power of eminent domain, in connection with the Project without the prior written consent of SBA is an unauthorized use of the Project. If the Recipient puts the Project to an unauthorized use, the Recipient must compensate SBA for the Federal Share in accordance with CFR (“Unauthorized use of property”) and (“Federal share”), as the same may be amended from time to time.

Disposal of Real Property

During the estimated useful life of the Project, if SBA and the Recipient determine that property acquired or improved in whole or in part with Award funds is no longer needed for the original purposes of this Award, SBA may, in its discretion, approve use of the property in other Federal grant programs or in programs that have purposes consistent with those authorized by the standard terms and conditions.

Reporting on Property

- a) Real Property status reports and requests for disposition. In accordance with 2 CFR § 200.330 “Reporting on real property”, the Recipient must submit reports using Form SF-429 (Real Property Status Report), including appropriate attachments, at least annually on the status of real property in which SBA retains an interest, which generally includes real property acquired or improved under the award, unless such interest extends 15 years or longer. If SBA’s interest is for a period of 15 years or longer, unless otherwise specified in a specific award condition, the Recipient must submit an annual report for the first three years of the award and thereafter submit a real property status report every five years. If the Recipient wishes to dispose of real property acquired or improved under an SBA award, the Recipient must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Management Officer in accordance with 2 CFR 200.311(c).
- b) Tangible Personal Property status reports and requests for dispositions. The Recipient must submit periodic reports as specified in the terms of the Award using Form SF-428 (Tangible Personal Property Report), including appropriate attachments thereto, concerning tangible personal property that is Federally owned or tangible personal property in which SBA retains an interest. In addition,

if the Recipient wishes to dispose of tangible personal property acquired or improved under an SBA award, the Recipient must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Management Officer in accordance with 2 CFR 200.313(e).

Alternative 1: To be used if the project DOES NOT appear to have any environmental consequences:
Environmental Impact

Based upon the Recipient's Technical Proposal, SBA has determined that this project does not currently require review under the National Environmental Policy Act (NEPA)(42 U.S.C. § 4321 et seq.). Subsequent modifications to the project may require SBA to reexamine this determination. Additionally, the Recipient must provide written notice to SBA immediately upon discovering that the project will affect the environment or historical or archeological sites, or have an impact upon the quality of life, the cultural context, or the customary use of a given parcel of property or geographic area. The written notice must describe the anticipated effect or impact in detail. If, as a result of the notice, SBA determines that a NEPA review of the project is necessary, no Award funds will be made available to cover the cost of those activities giving rise to the environmental impact until such time as the NEPA review has been completed.

Alternative 2: To be used if the Recipient HAS provided detailed information about the proposed construction in the Application:
Environmental Impact Provision

1. SBA has determined that an environmental review of this project is necessary under the National Environmental Policy Act ("NEPA"), 42 U.S.C. § 4321 et seq. The Recipient must prepare an environmental assessment within thirty (30) days of the effective date of this Notice of Award, or as or as soon thereafter as possible. If the Recipient determines that another state or federal agency has prepared an environmental assessment, it may submit a copy of that assessment in lieu of preparing its own assessment. SBA, however, may require the submission of additional information. The environmental assessment must determine whether the proposed project would have a significant environmental impact that might necessitate preparation of an Environmental Impact Statement ("EIS"). The Recipient must submit the environmental assessment to the SBA Office of Procurement and Grants Management.
2. No construction can occur and no funds will be disbursed under the grant for construction purposes until SBA: (a) reviews the environmental assessment; (b) determines whether an is required; (c) complies with any other requirements that may exist under the NEPA and any other applicable environmental law that SBA determines in its discretion may apply; and (d) provides written notice to the recipient of its determination.
3. If an EIS is required, no funds will be disbursed under the grant unless disbursement is permitted under law and until (a) the EIS is completed; (b) SBA complies with any other requirements that may exist under law; and (c) SBA provides written notice to the recipient of its determination.

Alternative 3: To be used if the Recipient HAS NOT provided detailed information about the proposed construction in the Application:
Environmental Impact Provision

1. SBA has determined that an environmental review of this project may be necessary under the National Environmental Policy Act (“NEPA”), 42 U.S.C. § 4321 et seq. The Recipient is required to prepare a detailed summary of proposed construction, with the following information:
 - a) Whether construction is taking place on previously developed or undeveloped property.
 - b) What types of properties are immediately adjacent to the project site (e.g., residential, commercial, industrial, undeveloped).
 - c) Whether construction will result in the development of new buildings or additions or expansions to existing buildings or whether construction will be limited to the renovation/rehabilitation of existing facilities.
 - d) A description of all proposed construction.
2. No funds may be used for construction until SBA notifies the Recipient whether a NEPA environmental review will not be required. If SBA determines that a NEPA environmental review is required, it will notify the Recipient. The Recipient must prepare an environmental assessment within thirty (30) days of receiving Notice from SBA, or as soon thereafter as possible. If the recipient determines that another state or federal agency has prepared an environmental assessment, it may submit a copy of that assessment in lieu of preparing its own assessment. SBA, however, may require the submission of additional information. The environmental assessment must determine whether the proposed project would have a significant environmental impact that might necessitate preparation of an Environmental Impact Statement (EIS). The Recipient must submit the environmental assessment to the SBA Office of Procurement and Grants Management.
3. No construction can occur and no funds will be disbursed under the grant for construction purposes until SBA: (a) reviews the environmental assessment; (b) determines whether an EIS is required; (c) complies with any other requirements that may exist under the NEPA and any other applicable environmental law that SBA determines in its discretion may apply; and (d) provides written notice to the recipient of its determination.
4. If an EIS is required, no funds will be disbursed under the grant unless disbursement is permitted under law and until (a) the EIS is completed; (b) SBA complies with any other requirements that may exist under law; and (c) SBA provides written notice to the recipient of its determination.

Definitions

The definitions listed below apply to all SBA Awards. Additional definitions relating to a particular SBA program may be found in the grant program regulations, Program Announcement, and/or Special Terms

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and Conditions.

Earmark – Earmarks are grants that are appropriated by Congress prior to a peer review. The term "earmark" is a reference to the Congressional Record where the awards are written into legislation specifically with the grant applicant's name, activity, and dollar amounts.

- a. **Client** – an entity receiving technical assistance under this Award. A Client may be an existing small business concern, or an individual interested in owning and operating a small business concern.
- b. **Client Information** – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.
- c. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a nonfederal entity.
- e. **Key Personnel** – those individuals who play a crucial role in the conduct of a project. Examples include directors, managers, counselors, and instructors, but not support staff.
- f. **Program Income** – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees, sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees. Does not include interest earned on advances of Federal funds.
- g. **Unique entity identifier (UEI)** means the identifier required for SAM registration to uniquely identify business entities.
- h. **You** – the non-federal entity organization (recipient) for the Award.

EXHIBIT B

Augusta Technical College (ATC) shall be responsible for providing comprehensive programming to support the acceleration of new client businesses and the growth of incubated businesses within the designated office and coworking space. The programming shall include but not be limited to the following:

1. **Designated Office and Coworking Space:** ATC shall provide a designated area equipped with office infrastructure and coworking facilities for the benefit of client businesses. Staffing and support of these spaces should be provided through secure 24/7 building access, which includes handling incoming mail and packages for clients.
2. **Meeting Rooms:** ATC shall ensure the availability of hi-tech ready meeting rooms within the premises for business meetings, workshops, and events.
3. **Technology:** ATC shall provide dependable high-speed internet connectivity and necessary technological equipment and on-demand client support to facilitate the operations of the client businesses.
4. **Programming:** ATC shall curate a robust calendar of Business Accelerator Intensives, Workshops, and Events designed to foster new innovations and support small businesses, along with services for existing small-to-medium-sized enterprises. These workshops and events should be tailored to meet the specific needs of the businesses.
5. **Services:** ATC shall provide ready access to legal, financial, and business-specific research materials, counsel, and advisement, along with programs, lectures, and other services to support clients' learning and development. This shall include knowledgeable staff, as well as consultation from industry experts.
6. **Market Research and Financial Projections:** ATC staff shall assist the client businesses in conducting market research and developing financial projections to support their growth and sustainability. This assistance may include technical and practical support.
7. **Bank/Investor Access:** ATC shall facilitate access to relevant banking and investment institutions to help incubated businesses explore funding opportunities (including grants) and secure necessary financial backing.
8. **Program Evaluation, Reporting, and Improvement:** ATC shall regularly evaluate the effectiveness of the provided programming, project the target and projections, and report to the Downtown Development Authority on a quarterly basis. The report shall include the actual outcomes and achievements of the incubated businesses, as well as a plan to address any shortfalls. Based on the feedback received, ATC shall make necessary improvements and enhancements to ensure the programs meet the evolving needs of the businesses.

9. **Access to Industry Networks and Resources:** ATC shall leverage its network and resources to provide incubated businesses with access to relevant industry connections, experts, and potential partners. This includes facilitating networking events and fostering collaborations to support business growth.
10. **Mentoring and Peer Learning Opportunities:** ATC shall establish mentoring programs or facilitate peer learning sessions where experienced entrepreneurs and successful business owners can provide guidance, insights, and support to the incubated businesses.
11. **Marketing and Promotion Support:** ATC shall actively promote all programming offerings according to best business practices, along with promoting the client businesses and their achievements through various marketing channels, both within the local community and broader networks, including social media. This can include showcasing success stories, organizing demo days, and facilitating media coverage.
12. **Access to Funding Opportunities:** ATC shall actively explore and share information about funding opportunities, grants, and financial incentives available to incubated businesses. ATC shall assist businesses in preparing funding applications and connecting them with potential investors.
13. **Continued Professional Development:** ATC shall offer ongoing professional development opportunities for client businesses, including workshops, seminars, and training sessions to enhance their skills and knowledge in areas such as marketing, financial management, and business operations.

ATC shall ensure the provision of these programming services on a minimum quarterly basis. ATC shall be responsible for staffing, marketing, and promotion of the programs. Furthermore, ATC shall ensure responsiveness to the needs of the participants in an expedited manner, addressing any concerns or queries promptly.

Both parties agree to work collaboratively to achieve the objectives outlined above and shall communicate regularly to assess the effectiveness of the programming and make necessary adjustments as required.

This section of the Memorandum of Understanding represents the agreed-upon responsibilities of Augusta Technical College (ATC) in supporting the acceleration and growth of client businesses utilizing the services of the project.

Exhibit C

STATE OF GEORGIA)
)
 RICHMOND COUNTY) LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 2023,
 by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia,
 hereinafter referred to as “Lessor” and DOWNTOWN DEVELOPMENT AUTHORITY OF
 AUGUSTA (“DDA”), hereinafter referred to as “Lessee”;

WITNESSETH:

1. Premises: The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter set forth, to be paid, kept and performed by the Lessee, does hereby lease unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following property located at 600 Broad Street, Augusta, Georgia, to wit: approximately 13,168 square feet of office space, Parcel No. 0471304000.
2. Term: The term of this Lease shall begin on the _____ day of _____, 2023, and shall end on the 31st day of December, 2033, at midnight, unless sooner terminated by either Lessor or Lessee as herein provided. At the expiration of the initial term, Lessee shall have the option to renew for another ten year term.
3. Rental: Lessee shall pay to Lessor during the term of this Lease a yearly rental payment in the amount of \$1.00 payable in advance on the first day of the Lease term.
4. Use of Premises: The Premises shall be used for a Downtown Augusta Microenterprise Center funded and in compliance with the Small Business

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Administration ("SBA") guidelines. It shall not be used for any other purpose without the advance written consent of Lessor. The Premises shall not be used for any illegal purpose, in any manner that creates a nuisance or trespass, or in any manner so as to invalidate the insurance or increase the rate of insurance on the Premises.

5. Ownership: The premises shall remain the property of the Lessor throughout the term of the lease.

6. Destruction of or Damage to Premises: If the Premises are totally destroyed by storm, fire, flood, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction.

7. Assignment and Subletting: Lessee may not sublease their rights or obligations under this lease. Lessee may, however, at its discretion permit Augusta Technical College or other academic collaborators to manage the day-to-day operations of the Downtown Augusta Microenterprise Center.

8. Signs: Any and all signs placed on the Premises by Lessee with the consent of the Lessor shall be maintained in compliance with rules and regulations governing such signs and the Lessee shall be responsible to Lessor for any damage caused by installation, use, or maintenance of said signs, and Lessee agrees upon removal of said signs to repair all damages incident to such removal. SBA signage and logos shall be permitted and displayed as required by the SBA.

9. Repairs, Alterations and Additions: Any and all repairs, alterations and additions made to the Premises hereby leased by the Lessee, shall be and remain a part of said Premises hereby leased by the Lessee, and shall be surrendered to the Lessor by the

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Lessee at the expiration of the term of this Lease. Any alterations or additions to the Premises and any repairs, which may affect the physical appearance of the Premises, shall not be made without the advance written approval of the Lessor with such approval being timely and reasonable. Any and all repairs, alterations and additions to the Premises shall be performed in a good and workmanlike manner using appropriate historic or new materials and equipment and in compliance with all safety codes and regulations. In the event that any repairs, additions, alterations or improvements are made by the Lessee after obtaining the written consent of the Lessor through a contractor, the Lessee agrees that it will closely supervise such work and see that all laborers and materialmen are promptly paid so that no lien will accrue or be filed against the Premises; and in the event that the Lessee hires laborers and/or purchases material itself for the improvement of the Premises, it will promptly pay all charges for such labor and materials when the same become due so that no liens will accrue or be filed against the Premises and no claim can be asserted against Lessor for such payment. Lessor shall have the right to call upon the Lessee for a statement or other information concerning the payment of any contractor, laborer and/or materialman who may have furnished labor or materials for the improvement on the Premises and Lessee covenants and agrees that it will immediately give full information in regard to all such to the Lessor upon demand. Lessee, however, shall have the right to remove Lessee's personal property in the nature of trade and/or business fixtures from the Premises at the expiration of this Lease, but Lessee shall, at its own expense, repair any damage to the Premises which may result from the removal therefrom of any such personal property of Lessee. Nothing in this paragraph or in this

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Lease shall be constructed to authorize the Lessee to remove from the Premises any heating or air conditioning equipment, any electric wiring, electric fixtures, switches, duct-work, pipes, plumbing fixtures, ceiling fans, or any similar materials or equipment which may have been installed by Lessee. Said materials shall become the property of Lessor upon the termination of this Lease, but shall also remain part and parcel of the premises upon the execution of the transfer of the property.

10. Utilities, Maintenance, and Insurance: Upon the execution of this lease, Lessee shall be responsible for any and all utilities, maintenance costs, and insurances through the remainder of the Lease. Lessee may delegate these costs to the operator of the Downtown Augusta Microenterprise Center, but the Lessee is ultimately responsible.

11. No Estate in Land: This contract shall create the relationship of Lessor and Lessee between the parties hereto and no estate shall pass out of Lessor during the term of the lease.

12. Termination: Upon failure of the Lessee to fulfill any of its obligations contained in this Lease, the Lessor shall send the Lessee written notice of such default. The Lessee shall have thirty (30) days from receipt of such written notice to cure the default described in the notice. Should the Lessee fail to cure the default within the thirty (30) day period, the Lessor shall have the option to terminate this Lease and, upon such termination, the Lessee shall immediately surrender possession of the Premises back to the Lessor.

13. Holding Over and Extension: At the expiration of this lease, Lessor shall offer Lessee a Ten Year extension, provided that the Downtown Augusta Microenterprise

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Center truly does serve the public interest in its temporary stewardship of this government owned property. If Lessee remains in possession of Premises after expiration of the term without Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the market rental rate calculated at the end of this Lease; and there shall be no renewal of this Lease by operation of law.

14. Exculpation and Indemnification: The Premises are being leased to Lessee "AS IS", and Lessee accepts said Premises in its present condition and acknowledges that it has inspected the same and found the Premises to be suitable for its intended use. If any repairs to the improvements located on the premises covered by this Lease are required during the term of this Lease, the cost of same shall be paid by Lessee. It is an express condition of this Lease Agreement that, except when caused solely by its negligence, Lessor, its officers, agents, and employees, shall be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its invitees, licensees, agents, or employees, or any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Premises or any part thereof or otherwise arising from Lessee operations under and indemnify and save harmless the Lessor, its officers, agents, and employees, against and from any and all such claims, demands, debts, liabilities, and causes of action (other than those caused solely by Lessor's negligence) including reasonable attorney's fees and costs to be incurred by Lessor in defending same.

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Lessee specifically agrees that its operations shall be conducted in compliance with all federal, state and local environmental laws, rules and regulations and agrees to indemnify and hold harmless Lessor and including without limitation, members of the Augusta Georgia Commission harmless from and against all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from the foregoing (i) by reason or on account of damages to or destruction of the property of Lessor, or any property of , injury to or death of any person, resulting from or arising out of Lessee's use of the premises (except when such damages, destruction, injuries or death arise solely by reason of Lessor's negligence), or (ii) arising out of the failure of Lessee to keep, observe or perform any of the agreements or conditions of this Agreement. Lessee will refer to Lessor promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessor or its insurer, and either Lessee shall defend or compromise same following notice from Lessor, then Lessor shall have the right to compromise and defend the same to the extent of its interests, with all cost to be borne by Lessor.

15. Rights Cumulative: All rights, powers and privileges conferred hereunder upon Lessor shall be cumulative but not restrictive to those given by law.

16. Service of Notice: Any notice, demand, request, approval, consent, or other communication (hereinafter referred to as "notice"), which Lessor or Lessee may be required to permit to give to each other shall be in writing and shall be mailed in an official United States Post Office, certified or registered mail, return receipt requested, with adequate postage prepaid, to the other party at the address as each party as

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designated in this Lease or shall have changed by proper notice in writing to the other.

Such addresses are as follows:

<u>Lessor:</u>	Augusta, Georgia Office of the Mayor 535 Telfair Street, Suite 200 Augusta, GA 30901
<u>With Copy to:</u>	General Counsel Augusta Law Department 535 Telfair Street, Building 3000 Augusta, GA 30901
<u>Lessee:</u>	Executive Director DDA 1101 Greene Street Augusta, GA 30901 mwoodard@augustadda.com jack@tallpines.ltd
<u>With Copy to:</u>	James S. Murray Turner Padget 209 7 th Street, 3 rd Floor Augusta, GA 30901

If notice is not an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date when the receipt is signed, refused or returned unclaimed. If the notice is an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date postmarked by the United States Postal Service. In the event of a postal strike or other interference with the regular delivery of mail, notices may be served in person or by telegram in lieu of certified or registered mail, but shall be effective upon receipt.

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17. Waivers of Rights: No failure of Lessor to exercise any power given it hereunder or to insist upon strict compliance by Lessee with any of its obligations hereunder and no custom or practice of the Lessor at variance with the terms hereof shall constitute a waiver of Lessor's right to demand strict compliance with terms hereof.
18. Time of Essence: Time is of the essence of this Agreement.
19. Inspection by Lessor: Lessor, its authorized officers, employees, agents or representatives shall have the right to enter upon the premises to make inspections during regular business hours when a representative of the Lessee is present, or at any time in case of emergency and/or to determine whether Lessee has complied with and its complying with the terms and conditions of this agreement; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of the Lessee.
20. Taxes: Lessee shall pay all personal property taxes legally assessed against its equipment, furniture or other personal property located on the Premises.
21. Insurance: Lessee hereby agrees to maintain at all times, at Lessee's expense, the following insurance coverage:
- a. Comprehensive General Liability: Lessee shall procure and shall maintain during the life of the Lease, such Comprehensive General Liability and Broad Form Property Damage Insurance as shall protect Lessee and any subcontractor performing Work covered by this Lease from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Lease, whether such operations are by the Lessee or by any subcontractor

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or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

<u>General Aggregate</u>	<u>\$2,000,000.00</u>
<u>Products Comp/Ops Aggregate</u>	<u>\$2,000,000.00</u>
<u>Personal and Advertising Injury</u>	<u>\$1,000,000.00</u>
<u>Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>Fire Damage (Any one fire)</u>	<u>\$50,000.00</u>
<u>Medical Expenses (Any one person)</u>	<u>\$5,000.00</u>

b.

- b. Certificates of Insurance: Certificates acceptable to the Lessor shall be attached to the signed Lease Documents when they are transmitted to the Lessor for execution. The Lessor shall be an additional named insured on all insurance certificates.

24. Open Records: The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act. (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for in section and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.

25. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Georgia and rules of the SBA.

Exhibit C

26. Venue: All claims, disputes and other matters in question between the Lessor and the Lessee arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Lessee, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

27. Entire Agreement: This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder and no custom or practice of the parties at variance with the terms hereof. This Agreement may only be amended by writing signed by both parties.

Exhibit C

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

AUGUSTA, GEORGIA

DOWNTOWN DEVELOPMENT
AUTHORITY OF AUGUSTA

Lessor

Lessee

By: _____

Hon. Garnett L. Johnson, Mayor

By: _____

Margaret Woodard, Executive Director

Attest: _____

Lena J. Bonner, Clerk

Sworn to and subscribed before me this ____

day of _____, 2023.

Notary Public



Administrative Services

Meeting Date: August 8, 2023

AO DDA Presentation

Department:	Administrator's Office
Presenter:	Margaret Woodard
Caption:	Receive as information a presentation by the Downtown Development Authority.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

A Year in Review & Looking Ahead

Item 4.



**DOWNTOWN
DEVELOPMENT
AUTHORITY**
of Augusta

Economic Development

- Net gain of 47 new businesses in 2022
- 11 business expansions
- 36.2% minority and/or woman owned
- Private Investment: \$93.2M



Economic Development

Item 4.

- Units Broken Ground: 176
- Units on the Drawing Board: 465



**DOWNTOWN
DEVELOPMENT
AUTHORITY**
of Augusta

Economic Development

Microenterprise business center coming to downtown Augusta

- Received through Congressionally Directed Spending Funding via Senator Warnock in the amount of \$2.35M
- Grant awarded by Small Business Administration in June 2023
- Phase One lease, memoranda, and construction details in-progress
- Asset mapping education, programming, and funding partners



Design

City of Augusta awarded \$1.76M for Downtown Connector

- Awarded by Governor Kemp through the Improving Neighborhood Outcomes in Disproportionally Affected Communities grant
- Submitted as a collaborative effort by the City, DDA, Cranston Engineering, and private investors
- Administrator's office and Engineering Department managing funding and timeline



Design

- Provided sustainable furniture for the 5th Street Marina
- Gateway Arches fabricated, permitted, and pending fall 2023 installation



Design

\$45,000 in DDA-Georgia Power facade grant funding distributed



Design

Downtown Maintenance: Blight

- Property index updated quarterly
- Property owner survey created
- Facade program ongoing
- Working with Augusta University for creative solutions




Promotion



AUGUSTA METRO CHAMBER OF COMMERCE
A key mission for the Chamber is to impact and provide solutions to workforce demands through two targeted programs: Talent2Work, a new regional technology platform, and Student2Work, internships connecting students to key industries.



FORT GORDON / EISENHOWER ALLIANCE
Augusta is home to the Army Cyber Center of Excellence, NSA Georgia, and Army Cyber Command. The Fort has grown 9000 people in the last eight years. Fort Gordon is scheduled to be redesignated to Fort Eisenhower on the 27th of October.



AUGUSTA DOWNTOWN DEVELOPMENT AUTHORITY
The DDA is an advocate for small businesses in downtown Augusta, with a net gain of 61 businesses and 13 expansions since January 2022, \$45,000 in facade grants awarded, and work underway for a \$2.35 million microenterprise center.



GREATER AUGUSTA ARTS COUNCIL
Bringing arts, culture, and economic impact to Augusta—100,000 people at a time. The annual and beloved Arts in the Heart Festival, showcasing diverse local culture and art returns to downtown September 15-17.
ARTSINTHEHEART.COM



AUGUSTA SPORTS COUNCIL
Augusta is a premier destination for the nation's most elite sports competitors, including the annual IRONMAN 70.3 Augusta triathlon, USA Cycling National Championship events, the Nike Peach Jam, the Augusta Half Marathon/10K/5K, and many more. Come be part of the action in #AUGUSTASPORTS!



AUGUSTA TECHNICAL COLLEGE
The Mechatronics program provides skills in electronics, industrial wiring, motors, controls, PLC's, instrumentation, fluid power, mechanical, pumps and piping, and computers. Graduates are qualified for employment as industrial maintenance or Mechatronics technicians, engineering assistants, programmable control specialists, automation specialists, industrial electronics specialists, and more!



Come See
AUGUSTA

See for
YOURSELF
VisitAugusta.com



**DOWNTOWN
DEVELOPMENT
AUTHORITY**
of Augusta

Promotion

- 3 Soofa kiosks installed for downtown communication and streetscape projects
- PSAs in process for Augusta DTP
- Public wifi implemented for 5th Street Bridge



Promotion

- Ribbon Cuttings:
 - 10Twenty-Eight
 - Prontaut-Henry House
 - Lenox on 10th
- Sponsored Events:
 - Small Business Saturday
 - Making Spirits Bright
 - Augusta Christmas Parade
 - Small Business Week
 - Juneteenth



Organization

Downtown Maintenance: ACE

- 17,779 block faces cleaned
- 817 trash bags filled and disposed
- 610 power washing hours
- 759 special project cleaning hours

Cleaning Highlights: Before, Top Photo; After, Bottom Photo



Organization

- SSBCI luncheon with DCA, GABC, and local bankers
- Leadership Augusta Economic Development Day and Executive Forum
- Small business and community stakeholder meetings for microenterprise center



Looking Ahead

- 18 new businesses so far in 2023
- 15 additional businesses and 3 expansions announced
- Working with The Brunch House and Georgia Cities Foundation for their expansion
- Assisting small businesses & investors to secure funding for growing and new developments



Looking Ahead

- Lamar Building
 - 76 market-rate apts
 - \$40M investment
- Marion Building
 - 50+ apts
 - \$12.5M investment

LAMAR  AUGUSTA

Be the first to know about progress at the historic **Lamar Building** in Downtown Augusta.



**DOWNTOWN
DEVELOPMENT
AUTHORITY**
of Augusta

Questions?



**DOWNTOWN
DEVELOPMENT
AUTHORITY**
of Augusta



Administrative Services Committee Meeting

Meeting Date: 07/25/2023

HCD_ Agreement for Environmental Assessment Consultant Services Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to enter into agreement for Consultant Services with Point To Point Environmental for the Acquisition of one (1) Historic property located at 2403 Mount Auburn Street.

Background: Annually, Augusta, Georgia, is required to provide its local strategy to address needs in the areas of community development, economic development, affordable housing, and homelessness as carried out through its Housing and Community Development Department and represented in the Annual Action Plans. The Annual Action Plans represents funding for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program.

To fulfill statutory and regulatory requirements found at 24 CFR 91.15(a)(1), the administration of an Environmental also known as an Environmental Review (ER) process, is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users.

The ER process reviews all projects and determines the potential environmental impacts to determine whether it meets federal, state, and local environmental standards.

On behalf of Augusta, Georgia, the Augusta Housing and Community Development (HCD) currently oversees the administration of eleven (11) federal and discretionary programs funded by: U. S. Department of Housing and Urban Development (HUD), Georgia Department of Community Affairs and U.S.

Department of Treasury; (CDBG, HOME, HOPWA, ESG, SHP, LHRP, DR NSP (HUD & DCA), CHIP; CV-19: CDBG, ESG, HOPWA, ERA 1, ERA 2, ERA (DCA), and ARP) to include 100% of all administrative, financial, programmatic, and any/all other grant aspects requiring the administration of an Environmental Review (ER) process all federal and state.

Analysis:

Selected through a competitive solicitation process, HCD seeks to partner with Point to Point Environmental (P2P) to complete a Tier II ER to acquire a historic structure property located at 2403 Mount Auburn Street, Augusta, Georgia.

With over nine (9) years of experience, P2P is an environmental/geotechnical firm is an experienced firm capable of meeting federal statutes to complete the assessment promptly

<u>Address</u>	<u>Budget</u>	<u>Project Type</u>
2403 Mount Auburn Street, AUG, GA	\$4,525.00	Environmental Review Acquisition-Historic Property

Financial Impact:

HCD utilizes CDBG funds
Contract Amount: \$4,525.00
Contractor: Point to Point Environmental

Alternatives:

Deny HCD's request

Recommendation:

Motion to approve Housing and Community Development Department's (HCD's) request to enter into agreement for Consultant Services with Point To Point Environmental for the Acquisition of one (1) Historic property located at 2403 Mount Auburn Street.

Funds are available in the following accounts:

Funding: CDBG 221073210/5225110

REVIEWED

Procurement

AND

Finance

APPROVED BY:

Law

Administrator

Clerk of Commission

AGREEMENT
Between
AUGUSTA, GEORGIA
C/O
HOUSING AND COMMUNITY DEVELOPMENT
And
Point to Point Environmental
For
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
Environmental Review Tier II for Acquisition

FUNDED BY
UNITED STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Agreement is made and entered into this _____ day of _____, by and between Augusta, Georgia, c/o the Housing and Community Development Department (hereinafter referred to as “City”), by and through the Augusta-Richmond County Commission, as the Implementer of the Community Development Block Grant Program and **Point to Point Environmental** (hereinafter referred to as the “Contractor”).

WHEREAS, City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HUD Act), Public Law 93-383; and WHEREAS, the City wishes to engage the Contractor to assist the City in utilizing such funds;

WHEREAS, the City desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Grant Program:

NOW, THEREFORE, it is agreed between the parties hereto as follows:

ARTICLE I. DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Community Development Block Grant (CDBG) Program or “Program”

The term “Community Development Block Grant (CDBG) Program”, or “Program” shall mean that program administered by the Housing and Community Development Department of the City and funded by a Community Development Block Grant applied for by the City and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term “Department” shall mean the Housing and Community Development Department of the City.

Grantee

The term “City” shall mean Augusta, Georgia.

HUD

The term “HUD” shall mean the U. S. Department of Housing and Urban Development.

Project

The term “Project” shall mean the project of projects set forth in Article III hereto entitled “Scope of Services and Timetable.”

Low and Moderate Income Household

The term “Low and Moderate Income Household” shall mean a household having an income equal to or less than the Section 8 low income limit established by HUD.

Low and Moderate Income Person

The term “Low and Moderate Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low income limit established by HUD (80% of Area Median Income). Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

ARTICLE II. PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties’ essential elements of the mutual considerations upon which this Agreement is based.

- A. Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Augusta through citizen participation workshops, the Mayor and Commission determined the needs and priorities of community development in the City.
- B. Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in City’s CDBG submission to HUD, referred to as the Annual Plan. The City determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:
 - 1. Activities benefiting low and moderate income persons;
 - 2. Activities which aid in the prevention or elimination of slum and/or blight; and/or,
 - 3. Activities designed to meet community development needs having a particular urgency.

The City has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

- C. Under the Rules and Regulations of HUD, the City is administrator for the Program, and is mandated to comply with various states, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside in the City of Augusta.
- D. The City is desirous of disbursing the funds to the Contractor for use in the Project. However, as administrator for the Program, the City desires to obtain the assurance from the Contractor that it will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or

the City relating to the Project and the Program, as a condition precedent to the release of such funds to the Contractor.

ARTICLE III. PROJECT INFORMATION

The City agrees to make available, to the Contractor an amount not to exceed **\$4,525.00** to implement the following activities(s) through the following scope of services:

- A. **EMPLOYMENT.** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.
- B. **SCOPE OF SERVICES.** The Contractor agrees to provide reporting information and supporting documentation to show the administration quality in-depth, on-site customized Environmental Review Services the City staff, as follows:
 1. Environmental Review Consultant to facilitate Tier II, Environmental Review for acquisition of property located at 2403 Mt. Auburn Street, Augusta, GA. 30904:
 - Conduct a historical, environmental database research to determine the potential for impact from historical uses and off-site impacts to the site
 - Conduct a site visit with follow-up visits, if necessary
 - Complete a reconnaissance of the property (Stie reconnaissance to include the property improvements and surrounding property uses).
 - Interviews with knowledgeable property personnel to determine current and historical property usage
 - Review and inclusion of historical regulatory reporting
 - Comply with all regulations governing land acquisition.
 - Attend one public hearing (if necessary).
 - Coordinate with the City HCD staff, as necessary.
 - Preparation of a HUD Site Specific Tier II Environmental Review report

Failure to provide reporting information and supporting documentation as requested by the THE CITY shall result in the sub recipient being in violation of the terms of this agreement. THE CITY reserves the right to forward the sub recipient's Agreement to the Augusta, Georgia Legal.

ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT

The Contractor shall only be paid for services rendered under this agreement from funds allowed by the for administrative costs under the provisions of the grant awarded to the City. Payment will be made only on approval of the Contractor.

The total amount of costs to be paid under this contract for program administration shall not exceed Four thousand five hundred twenty five dollars **(\$4,525.00)**. The Contractor may not incur any costs in excess of this amount (except at its own risk) without the approval of the City. The Contractor will only be paid for the time and effort needed to complete the actual scope of services required for this project; which may be less than the total amount above.

The Contractor shall submit invoices to the City for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s), Scope of Services for payment according to the appropriate method listed below:

- a) **Cost Reimbursement:** For tasks lacking a definable work product and/or the Contractor will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.

- b) Lump Sum Price: For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.
- c) Unit Price: For tasks with a definable work product but the quantity is uncertain and the contractor assumes the risk for all costs: a unit price times the number of units completed for each billing. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price listed in Part III Payment Schedule.

ARTICLE V. PERFORMANCE

The services of the Contractor shall commence on _____, _____, and shall end on _____, _____. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the Contractor has received notification of final close out from the City.

Failure to provide reporting information and supporting documentation as requested by the City shall result in the Contractor being in violation of the terms of this agreement. City reserves the right to forward the sub recipient's Agreement to the Augusta, Georgia Legal.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by the City. No charge will be made to the Contractor for such information, and the City will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this contract.

Retention of and Access to Records

Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, the U.S. General Accounting Office, the or other pertinent party to CDBG Grant shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the City pertaining to the receipt and administration of the City's CDBG Program Funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

Financial records, supporting documents, statistical records, and all other records pertinent to this project shall be retained in separate records and for a minimum of three years after receipt of a Certificate of Completion.

The above requirements shall apply to all sub-grantees, contractors, and subcontractors who enter into contracts or agreements with the City.

ARTICLE VI. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by the City and the Contractor (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article ____: Suspension and Termination.

ARTICLE VII. NOTICES

Contractor and the CITY agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other

written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

<u>If to City of Augusta:</u>	Augusta, Georgia Attention: <u>Office of the Administrator</u> 535 Telfair Street Augusta, GA 30901
<u>With copy to:</u>	Augusta, Georgia Attention: Hawthorne E. Welcher, Jr., Director Housing and Community Development 510 Fenwick Street Augusta, GA 30901
<u>If to Sub Recipients:</u>	Point to Point Environmental Attention: Mark Faas 1010 Pennsylvania Avenue McDonough, GA. 30253

ARTICLE VIII: GENERAL CONDITIONS

A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that (1) the Contractor does not assume the Grantee's environmental responsibilities and (2) the Contractor does not assume the Grantee's responsibility for initiating the review process. The Contractor also agrees to comply with all other applicable Federal state and local laws, regulations, and policies governing the funds provided under this Agreement. The Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an Independent Contractor.

C. Hold Harmless

The Contractor shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Contractor shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, if applicable.

E. Insurance and Bonding

The Contractor shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash reimbursements/advances from the Grantee.

F. Recognition

The Contractor shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement (i.e. equipment, supplies, printed materials, website development, etc.) shall be prominently labeled as to the funding source (City of Augusta / HUD-CDBG Funds). In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

1. The City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.
2. It is further understood that the City is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Contractor. In the event that the City approves any modification, amendment, or alteration to the funding allocation, the Contractor shall be notified pursuant to Article V and such notification shall constitute an official amendment to this Agreement.
3. It is further agreed that the Contractor will submit to the City within thirty (30) days of the execution of this agreement a complete financial accounting of all its eligible expenses to be paid under this agreement.
4. The Department's Director shall be authorized to approve line item changes to the Contractor's budget as long as such changes do not increase in the grant amount set forth in the "Budget," and remain classified to expenses eligible under the CDBG Program.
5. The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CITY and Contractor.
6. It is further understood that the Contractor shall be allowed only one amendment to this agreement. No amendment will be granted to extend the agreement beyond the established end of grant period.

H. Suspension or Termination

1. In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include, but are not limited to the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of funds provided under this Agreement; or
 - d) Submission by the Contractor to the CITY reports that are incorrect or incomplete in any material respect.
 - e) In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the CITY or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

ARTICLE IX: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Right

1. Compliance

- a) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1996 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Contractor agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Contractor will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.
- c) The Housing for Older Persons Act of 1995 (HOPA): Retained the requirement that housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.

- d) Section 504 of the Rehabilitation Act of 1973: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.

Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

- e) The Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form(I-9).
- f) The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

2. Nondiscrimination

The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable.

B. Fair Housing

The Contractor agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Laney Walker Development Corporation publications and/or advertisements. (24 CFR 570.601).

C. President's Executive Order 11246

1. Approved Plan

The Contractor agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Access to Records

The Contractor shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts

by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Contractor Provisions

The Contractor will include the provisions of Paragraphs VIII.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Contractors or subcontractors.

D. Employment Restrictions

1. Prohibited Activity

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, and lobbying, political patronage and nepotism activities.

2. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 8864 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers, provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located and to low and very low income participants in other HUD programs.

The Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Contractor will not subcontract with any entity where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Environmental Standards

The Contractors agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with the City in complying with the Act and regulations, and that no activities will be undertaken until notified by the City that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Lead-Based Paint

In accordance with Section 92.355 of the CDBG Regulations and Section 570.608 of the CDBG Regulations, the Contractor agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

G. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), the Contractor agrees that CDBG funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

H. Displacement and Relocation

The Contractor agrees to take all reasonable steps to minimize displacement of persons as a result of CDBG assisted activities. Any such activities assisted with CDBG funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

I. Debarred, Suspended or Ineligible Contractor

The Contractor agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by the City.

J. Publicity

Any publicity generated by the Contractor for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and

Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles

K. Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

L. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

M. Compliance with Laws and Permits

The Contractor shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. The Contractor agrees to obtain all necessary permits for intended improvements or activities.

N. Assignment of Contract

The Contractor shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

O. Equal Employment Opportunity

The Contractor agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

P. Conflict of Interest

The Contractor agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by Federal funds.
2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, an Agreement supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any Agreement, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.

Q. Lobbying

The Contractor hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
3. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and Agreements under grants, loans and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

4. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any persons 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.

R. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials, for governmental purposes only.

S. Religious Activities

The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

ARTICLE X. SUSPENSION AND TERMINATION

In the event the Contractor materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE III and EXHIBIT C, the City may withhold payments until the contractors cures any breach of the contract. If the Contractor fails to cure the breach, the City may suspend or terminate the current award of CDBG funds for the project.

Notwithstanding the above, the Contractor shall not be relieved of its liability to the City for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, the City may withhold any payments to the Contractor for the purposes of set off until such time as the exact amount of damages is determined.

In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City can terminate this contract if the Contractor breach this contract or violate any regulatory rules. The City can terminate the contrite in 30 days and call the note due.

Notwithstanding any termination or suspension of this Contract, the contractor shall not be relieved of any duties or obligations imposed under this agreement with respect to CDBG funds previously disbursed or income derived therefrom.

ARTICLE XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE XII. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. The City is not obligated to provide funding of any kind to the Contractor beyond the term of this Contract.

ARTICLE XVI. WAIVER

The City's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XVII: LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVIII. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XIX: WAIVER

The Grantee's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

{Signatures begin on the next page}

ARTICLE XII: COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ATTEST:

AUGUSTA, GEORGIA
(Grantee)

By: _____
Takiyah A. Douse
Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., Director
Housing & Community Development Department

Date: _____

Approved As To Form By: _____
Augusta, GA Law Department

Date: _____

S E A L

Lena J. Bonner
Clerk of Commission

ATTEST:

By: _____
Charles Iner, President/Owner
Point to Point Environmental

Date: _____

By: _____
Mark Faas, CEO
Point to Point Environmental

Date: _____

SEAL

APPENDIX A

Statutes:

1. Environmental Review Federal Related Laws and Authorities listed at 24 CFR 50.4, 58.5, and 58.6.:
 - a. Air Quality-<https://www.hudexchange.info/programs/environmental-review/air-quality/>
 - b. Airport Hazards- <https://www.hudexchange.info/programs/environmental-review/airport-hazards/>
 - c. Coastal Barrier Resources- <https://www.hudexchange.info/programs/environmental-review/coastal-barrier-resources/>
 - d. Coastal Zone Management- <https://www.hudexchange.info/programs/environmental-review/coastal-zone-management/>
 - e. Endangered Species-<https://www.hudexchange.info/programs/environmental-review/endangered-species/>
 - f. Environmental Justice-<https://www.hudexchange.info/programs/environmental-review/environmental-justice/>
 - g. Explosive and Flammable Facilities-<https://www.hudexchange.info/programs/environmental-review/explosive-and-flammable-facilities>
 - h. Farmlands Protection- <https://www.hudexchange.info/programs/environmental-review/farmlands-protection/>
 - i. Flood Insurance- <https://www.hudexchange.info/programs/environmental-review/flood-insurance/>
 - j. Flood Plain Management- <https://www.hudexchange.info/programs/environmental-review/floodplain-management/>
 - k. Noise Abatement and Control- <https://www.hudexchange.info/programs/environmental-review/noise-abatement-and-control/>
 - l. Site Contamination- <https://www.hudexchange.info/programs/environmental-review/site-contamination/>
 - m. Sole Source Aquifers- <https://www.hudexchange.info/programs/environmental-review/sole-source-aquifers/>
 - n. Wetlands Protection- <https://www.hudexchange.info/programs/environmental-review/wetlands-protection/>
 - o. Wild and Scenic Rivers- <https://www.hudexchange.info/programs/environmental-review/wild-and-scenic-rivers/>
2. United State Department of Housing and Urban Development Exchange Environmental Review Website-
<https://www.hudexchange.info/programs/environmental-review/>

“EXHIBIT “A”
CONTRACTOR ACKNOWLEDGEMENT

“Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.” This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

EXHIBIT “B”

E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

EXHIBIT “C”

BASICALLY CDBG MANUAL: CHAPTER 15 ENVIRONMENTAL REVIEW

Provides general information on environmental review. The chapter will provide an overview of the applicable regulations, responsibilities, guidance on classifying the activity and the appropriate level of review. Grantees must consult the regulations (cited within this chapter) and their HUD Environmental Representative for more detailed guidance than this chapter can provide.

EXHIBIT “D”**AUGUSTA GEORGIA HOUSING AND COMMUNITY DEVELOPMENT**
PART 58 ENVIRONMENTAL REVIEW GUIDEBOOK

The guidebook to assist users in the preparation of environmental reviews prepared under HUD’s National Environmental Policy Act (NEPA) implementing regulations of 24 CFR Part 58, and aid users in achieving HUD’s goal of providing a safe, suitable living environment. It is intended to guide the reader through the environmental review process. It explains factors that must be considered, documentation that must be provided, public notice and comment requirements, and the process for obtaining environmental clearances. The guidebook includes HUD recommended templates, worksheets for completing forms, and other guidance, which may be adopted for incorporation into the environmental review record (ERR). This guidebook is not a substitute for the 24 CFR Part 58 regulations. Applicable authorities and regulations take precedence over the information in this guidebook and should be consulted as necessary to achieve full compliance. Additionally, HUD cannot attest to the accuracy of information provided by websites external to HUD. Access to these websites does not constitute an endorsement by HUD, or any of its employees, of the sponsors of the websites or products presented on the websites.

END OF AGREEMENT



CHAPTER 15: ENVIRONMENTAL REVIEW

CHAPTER PURPOSE & CONTENTS

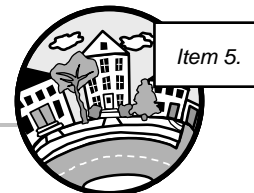
This chapter provides grantees with general information on environmental review. The chapter will provide an overview of the applicable regulations, responsibilities, guidance on classifying the activity and the appropriate level of review. Grantees must consult the regulations (cited within this chapter) and their HUD Environmental Representative for more detailed guidance than this chapter can provide.

SECTION	TOPIC	PAGE
15.1	Overview of Environmental Requirements	15-1

15.1 Overview of the Environmental Requirements

15.1.1 Background and Applicable Regulations

- ✓ The purpose of the environmental review process is to analyze the effect a proposed project will have on the people and the natural environment within a designated project area and the effect the material and social environment may have on a project.
- ✓ Grantees who receive CDBG funds are considered responsible entities and must complete an environmental review of all project activities prior to obligating CDBG funds. This requirement also applies to projects funded with CDBG generated program income.
- ✓ The HUD rules and regulations that govern the environmental review process can be found at 24 CFR Part 58.
- ✓ The provisions of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) regulations in 40 CFR Parts 1500 through 1508 also apply. In addition, a myriad of other Federal and state laws and regulations (some of which are enforced by State agencies) also apply depending upon the type of project and the level of review required.



- ✓ The following is a summary of applicable statutory and regulatory cites and other reference materials available from HUD:

Key Topics in This Section	<ul style="list-style-type: none"> ✓ Applicable environmental rules ✓ Legal responsibilities ✓ Triggering actions ✓ Classifying the activity
Regulatory/Statutory Citations	24 CFR Part 58, §570.604 40 CFR Part 1500-1508
Other Reference Materials on This Topic	<ul style="list-style-type: none"> ✓ HUD's Office of Environment and Energy: http://www.hud.gov/offices/cpd/environment/ ✓ HUD's Environmental Review Requirements: http://www.hud.gov/offices/cpd/environment/review/ ✓ HUD's Frequently Asked Environmental Questions and Answers: http://www.hud.gov/offices/cpd/environment/library/ ✓ CPD Notice 02-07

15.1.2 The Responsible Entity & Official Designations

- ✓ Under 24 CFR Part 58, the term “responsible entity” (RE) means the grantee receiving CDBG assistance. The responsible entity must complete the environmental review process. The RE is responsible for ensuring compliance with NEPA and the Federal laws and authorities has been achieved, for issuing the public notification, for submitting the request for release of funds and certification, when required, and for ensuring the Environmental Review Record (ERR) is complete.
- ✓ In order to fulfill its obligations under 24 CFR Part 58, the RE should designate two responsible parties:
 - **Certifying Officer:** The responsible entity must designate a Certifying Officer -- the “responsible Federal official” -- to ensure compliance with the National Environmental Policy Act (NEPA) and the Federal laws and authorities cited at section 58.5 has been achieved. This person is the chief elected official, chief executive official, or other official designated by formal resolution of the governing body. The certifying officer must have the authority to assume legal responsibility for certifying that all environmental requirements have been followed. This function may not be assumed by administering agencies or consultants.
 - **Environmental Officer:** The funding recipient should also designate an Environmental Officer. The Environmental Officer is responsible for conducting the environmental review including such tasks as: writing the project narrative, obtaining maps of the project area, soliciting comments from appropriate local, state and federal agencies, and facilitating responses to comments received on the environmental findings.

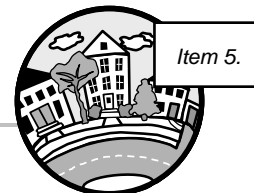


15.1.3 Environmental Review Record

- ✓ Each responsible entity must prepare and maintain a written record of the environmental review undertaken for each project. This written record or file is called the Environmental Review Record (ERR), and it must be available for public review upon request.
- ✓ The ERR shall contain all the environmental review documents, public notices (and proof of their publication), and written determinations or environmental findings required by 24 CFR Part 58 as evidence of review, decision making and actions pertaining to a particular project. The document shall:
 - Describe the project and each of the activities comprising the project, regardless of individual activity funding source; and
 - Evaluate the effects of the project or the activities on the human environment;
 - Document compliance with applicable statutes and authorities; and
 - Record the written determinations and other review findings required by 24 CFR Part 58.
- ✓ The ERR will vary in length and content depending upon the level of review required for the categories of activities.
- ✓ Public comments, concerns and appropriate resolution by the recipient are extremely important and must be fully documented in the ERR.

15.1.4 Actions Triggering Environmental Review and Limitations Pending Clearance

- ✓ According to the NEPA (40 CFR 1500-1508) and Part 58, the responsible entity is required to ensure that environmental information is available before decisions are made and before actions are taken. In order to achieve this objective, Part 58 prohibits the commitment or expenditure of CDBG funds until the environmental review process has been completed and, if required, the grantee receives a release of funds.
 - Grantees may not spend either public or private funds (CDBG, 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.
 - Grantees must avoid any and all actions that would preclude the selection of alternative choices before a final decision is made – that decision being based upon an understanding of the environmental consequences and actions that can protect, restore and enhance the human environment (i.e., the natural, physical, social and economic environment).
 - Activities that have physical impacts or which limit the choice of alternatives cannot be undertaken, even with the grantee or other project participant's own funds, prior to obtaining environmental clearance.
- ✓ For the purposes of the environmental review process, "commitment of funds" includes:
 - Execution of a legally binding agreement (such as a property purchase or construction contract);
 - Expenditure of CDBG funds;



- Use of non-CDBG funds on actions that would have an adverse impact--- e.g., demolition, dredging, filling, excavating; and
- Use of non-CDBG funds on actions that would be “choice limiting”--- e.g., acquisition of real property; leasing property; rehabilitation, demolition, construction of buildings or structures; relocating buildings or structures, conversion of land or buildings/structures.
- ✓ It is acceptable for grantees to execute non-legally binding agreements prior to completion of the environmental review process. A non-legally binding agreement contains stipulations that ensure the project participant does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed.

15.1.5 Classifying the Activity and Conducting the Appropriate Level of Review

- ✓ To begin the environmental review process, funding recipients must first determine the environmental classification of the project. The term “project” can be defined as an activity or group of activities geographically, functionally, or integrally related, regardless of funding source, to be undertaken by the CDBG recipient, subrecipient, or a public or private entity in whole or in part to accomplish a specific objective.
- ✓ If various project activities have different classifications, the recipient must follow the review steps required for the most stringent classification.
- ✓ The four environmental classifications are:
 - Exempt Activities,
 - Categorically Excluded Activities,
 - Activities Requiring an Environment Assessment, or
 - Activities Requiring an Environmental Impact Statement.
- ✓ Regardless of the number of activities associated with a project, a single environmental review is required. Aggregating related activities ensures the recipient adequately addresses and analyzes the separate and combined impacts of a proposed project.

15.1.6 Exempt Activities

- ✓ Certain activities are by their nature highly unlikely to have any direct impact on the environment. Accordingly, these activities are not subject to most of the procedural requirements of environmental review.
- ✓ Listed below are examples which may be exempt from environmental review. For complete details refer to the environmental regulations.
 - Environmental and other studies;
 - Information and financial services;
 - Administrative and management activities;
 - Engineering and design costs;

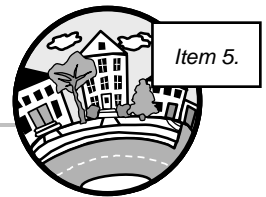


- Interim assistance (emergency) activities if the assisted activities do not alter environmental conditions and are for temporary or permanent improvements limited to protection, repair or restoration actions necessary only to control or arrest the effects of disasters or imminent threats to public safety or those resulting from physical deterioration;
 - Public service activities that will not have a physical impact or result in any physical changes;
 - Inspections and testing of properties for hazards or defects;
 - Purchase of tools or insurance;
 - Technical assistance or training;
 - Payment of principal and interest on loans made or guaranteed by HUD; and
 - Any of the categorically excluded activities subject to Part 58.5 (as listed in 58.35(a)) provided there are no circumstances which require compliance with any other Federal laws and authorities listed at Part 58.5 of the regulations. Refer to the section below on categorically excluded activities subject to Part 58.5.
- ✓ If a project is determined to be exempt the responsible entity is required to document in writing that the project is exempt and meets the conditions for exemption as spelled out in § 58.34.
- ✓ In addition to making a written determination of exemption, the RE must also determine whether any of the requirements of 24 CFR Part § 58.6 are applicable and address as appropriate.
- The requirements at 24 CFR § 58.6 include the Flood Disaster Protection Act; the Coastal Barriers Resources Act; and HUD's requirement for disclosure of properties located in airport runway clear zones.

15.1.7 **Categorically Excluded Activities**

Categorically Excluded Activities not Subject to 58.5

- ✓ The following activities, listed at 24 CFR Part 58.35(b), have been determined to be categorically excluded from NEPA requirements and are not subject to Section 58.5 compliance determinations.
- Tenant based rental assistance;
 - Supportive services including but not limited to health care, housing services, permanent housing placement, short term payments for rent/mortgage/utility costs, and assistance in gaining access to local State and Federal government services and services;
 - Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training, recruitment, and other incidental costs;
 - Economic development activities including but not limited to equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;



- Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction such as closing costs, down payment assistance, interest buy downs and similar activities that result in the transfer of title to a property; and
- Affordable housing predevelopment costs with NO physical impact such as legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.
- ✓ To complete environmental requirements for Categorically Excluded projects not Subject to 24 CFR Part § 58.5, the responsible entity must take the following steps:
 - Make a finding of Categorical Exclusion not Subject to § 58.5 and put in the ERR.
 - The ERR must contain a written determination of the RE's finding that a given activity or program is categorically excluded not subject to § 58.5. When these kinds of activities are undertaken, the RE does not have to issue a public notice or submit a request for release of funds (RROF) to HUD.
 - In order to document the finding of categorical exclusion not subject to §58.5. The RE must cite the applicable subsection of § 58.35(b), identify and describe the specific activity or activities, and provide information about the estimated amount of CDBG or other funds to be used.
 - Carry out any applicable requirements of 24 CFR Part § 58.6 and document the ERR as appropriate.
 - The RE must determine whether the activity triggers any of the other requirements at 24 CFR 58.6, which are: the Flood Disaster Protection Act; the Coastal Barriers Resources Act; and HUD's requirement for disclosure of properties located in airport runway clear zones.

Categorically Excluded Activities Subject to 58.5

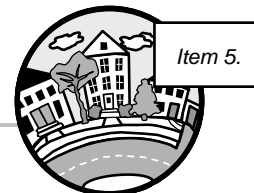
- ✓ The list of categorically excluded activities is found at 24 CFR Part 58.35. While the activities listed in 58.35(a) are categorically excluded from NEPA requirements, the grantee must nevertheless demonstrate compliance with the laws, authorities and Executive Orders listed in 58.5.
- ✓ The following are categorically excluded activities subject to 58.5:
 - Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size, or capacity of more than 20 percent.
 - Special projects directed toward the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and disabled persons.
 - Rehabilitation of buildings and improvements when the following conditions are met:
 - For residential properties with one to four units:
 - The density is not increased beyond four units;
 - The land use is not changed; and



- If the building is located in a floodplain or in a wetland, the footprint of the building is not increased.
- For multi-family residential buildings (with more than four units):
 - Unit density is not changed more than 20 percent;
 - The project does not involve changes in land use from residential to non-residential; and
 - The estimated cost of rehabilitation is less than 75 percent of the total estimated replacement cost after rehabilitation.
- For non-residential structures including commercial, industrial and public buildings:
 - The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and
 - The activity does not involve a change in land use, e.g. from commercial to industrial, from non-residential to residential, or from one industrial use to another.
- An individual action on up to four-family dwelling where there is a maximum of four units on any one site. *“Individual action”* refers to new construction, development, demolition, acquisition, disposition or refinancing (does not include rehabilitation which is covered previously). The units can be four one-unit buildings or one four-unit building or any combination in between;
- An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site;
- Acquisition (including leasing) or disposition of or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.
- Combinations of the above activities.
- ✓ The ERR must contain a written determination of the RE’s finding that a given activity or program is categorically excluded subject to § 58.5. This determination should:
 - Include a description of the project (including all the related activities, even though HOME funds may not be used for all of them);
 - Cite the applicable subsection of § 58.35(a);
 - Provide the total estimated project cost; and
 - Provide written documentation as to whether or not there were any circumstances which required compliance with any of the Federal laws and authorities cited in §58.5.

The RE must use the HUD recommended Statutory Checklist, or an equivalent format, to document its environmental findings. (Contact the HUD Environmental Representative for a copy of the most current version of the checklist and instructions for its completion. Information regarding the HUD Field Office Environmental Representative for your state or local community can be found at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/contact/localcontacts



- ✓ The RE's documentation must support its determinations related to compliance with the Federal laws and authorities cited in §58.5, including correspondence with the applicable agencies having jurisdiction over the various areas on the checklist.
- ✓ Upon completion of the checklist, the RE will make one of three environmental findings:
 - The project converts to exempt [§ 58.34(a)(12)];
 - The project invokes compliance with one or more of the laws and/or authorities and, therefore, requires public notification and approval from HUD; or
 - The unusual circumstances of the project may result in a significant environmental impact and, therefore, compliance with NEPA is required.
- ✓ If upon completing the Statutory Checklist, the RE determines compliance is required for one or more of the Federal laws and authorities listed in § 58.5, then the RE must publish or post a public notification known as the Notice of Intent to Request Release of Funds (NOI/RROF).
- ✓ After the seven-day comment period has elapsed, the responsible entity must prepare the Request for Release of Funds (RROF) and Environmental Certification. The Environmental Certification certifies that the RE is in compliance with all the environmental review requirements. The RROF and Certification must be signed by the Certifying Officer and submitted to HUD. The RE must receive the release of funds from HUD before proceeding forward with the project.

15.1.8 Activities Requiring an Environmental Assessment

- ✓ Activities which are neither exempt nor categorically excluded (under either category) will require an environmental assessment (EA) documenting compliance with NEPA, HUD and with the environmental requirements of other applicable Federal laws.
- ✓ The responsible entity must take the following steps to complete environmental requirements for projects requiring an environmental assessment:
 - Complete the Modified Format II: Environmental Assessment form completely. The responsible entity must ensure that reliable documentation sources are cited for every item on this assessment checklist. The grantee's HUD Environmental Representative can provide detailed guidance on the Modified Format II, including appropriate documentation for each area of the checklists.
 - Once the Format II has been completed, including consultation with applicable agencies and persons, the grantee must make a determination as to whether the project will or will not have a significant impact on the environment. This can be done once the review has been completed and any comments have been addressed appropriately. The Responsible Entity must select one of the following two findings/determinations:
 - The project is not an action that significantly affects the quality of the human environment and, therefore, does not require the preparation of an environmental impact statement; or
 - The project is an action that significantly affects the quality of the human environment and, therefore, requires the preparation of an environmental impact statement. Both the finding and the environmental assessment must be signed by your environmental certifying officer and included in the ERR.



- ✓ In most instances, the environmental assessment will result in a finding that the project is not an action that significantly affects the quality of the environment and, therefore, does not require an environmental impact statement. If this is the case, the responsible entity must complete the following:
 - Publish and distribute a public notice called a Combined/Concurrent Notice of Finding of No Significant Impact (FONSI) and Notice of Intent to Request Release of Funds (NOI/RROF).
 - The RROF and Environmental Certification must be submitted to HUD no sooner than 16 days after publishing the combined/concurrent notice. The Certification must be signed by the Certifying Officer of the jurisdiction.
 - HUD must hold the Release of Funds for a 15-day period to allow for public comment. If no comments are received during this time, HUD will send back a signed Release of Funds and the project may proceed.
- ✓ If the environmental assessment will result in a finding that the project will significantly affect the environment and, therefore, requires an environmental impact statement, the grantee should contact its HUD Environmental Representative for guidance.

15.1.9 Environmental Impact Statement

- ✓ An Environmental Impact Statement (EIS) details the recipient's final analyses and conclusions, according to NEPA, related to potential significant environmental impact of the project. Recipients must follow prescribed steps in the course of preparation, filing and review of an Environmental Impact Statement (See 24 CFR 58, Subpart G, and 40 CFR 1500-1508).
- ✓ An EIS may be required when:
 - The project is so large that it triggers density thresholds, and common sense suggests it may have a substantial environmental impact.
 - A Finding of Significant Impact (FOSI) is found as a result of completing an environmental assessment for the project.
 - Preparation of an EIS is mandatory if the project meets any of these requirements below:
 - Any project to provide a site or sites for hospitals and nursing homes with a total of at least 2,500 beds.
 - Any project to remove, destroy, convert or substantially rehabilitate at least 2,500 existing housing units.
 - Any project to construct, install or provide sites for at least 2,500 housing units.
 - Any project to provide water and sewer capacity for at least 2,500 housing units.
 - Any project that exceeds the 2,500-unit threshold for nonresidential housing construction.
- ✓ EISs are very rare under the CDBG program. Contact your HUD Environmental Officer if there is any indication an EIS may be necessary. Information regarding the HUD Field Office Environmental Representative for your state or local community can be found at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/cont_act/localcontacts



Administrative Services Committee Meeting

Meeting Date: 07/25/2023

HCD_ Agreement for Lead Hazard Reduction Program Instructor Service Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve HCD's request to enter into a service agreement with The Environmental Institute for one (1) Instructor to administer a Lead Worker and Renovation, Repair, and Paint (RRP) course.
Background:	<p>On October 5, 2022, the U.S. Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes awarded \$3,960,000.00 million to Augusta, Georgia as part of the record investment of \$126 million nationwide to 26 state and local government agencies, that will help protect Augusta children and families from lead-based paint and home health hazards. The LGHR grants include \$3,960,000.00 in Lead Based Paint Hazard Reduction grant program funding and \$400,000.00 in HUD's Healthy Homes Supplemental funding. The Lead Based Paint Hazard Reduction Program grants include \$13,051,392 million nationwide in HUD's Healthy Homes Supplemental funding to help communities address housing-related health and safety hazards, in addition to lead-based paint hazards.</p> <p>Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood lead levels above safe limits, mostly due to exposure to lead-based paint hazards</p> <p>The federally funded HUD based Lead Hazard Reduction Grant aims to reduce these Augusta numbers. Through the administration of these funds HCD will remediate 90 properties furthering the enhancement and stabilization Augusta's housing stock.</p>
Analysis:	<p>Augusta is required by The Office of Lead Hazard Control and Healthy Homes to provide local training and certifications in Lead Worker and Renovation, Repair, and Paint (RRP) aimed to grow the skills of the local work force and increase the pool of applicants that can participate on the upcoming lead-based paint hazard reduction projects as part of the Lead Hazard Reduction Grant. Through a competitive selection process, HCD requests to enter into</p>

agreement with The Environmental Institute (TEI) to instruct both the Worker and the RRP classes. TEI has been providing quality environmental training since 1988 and is considered a leader in this arena. TEI has Georgia DNR/EPD Accreditation Certificates for both their Lead Worker and RRP courses.

Financial Impact: HCD utilizes CDBG funds
Contractor Amount: \$14,000
Contractor: The Environmental Institute

Alternatives: Deny HCD's request

Recommendation: Motion to approve HCD's request to enter into a service agreement with The Environmental Institute for one (1) Instructor to administer a Lead Worker and Renovation, Repair, and Paint (RRP) course.

Funds are available in the following accounts: Funding: CDBG 221073211/5211119

REVIEWED AND Procurement
APPROVED BY: Finance
Law
Administrator
Clerk of Commission

AGREEMENT
Between
AUGUSTA, GEORGIA
C/O
HOUSING AND COMMUNITY DEVELOPMENT
And
THE ENVIRONMENTAL INSTITUTE
For
LEAD BASE PAINT HAZARD REDUCTION GRANT FUNDS
COURSE INSTRUCTOR

FUNDED BY
UNITED STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Agreement is made and entered into this **[Insert Date]** day of **[Insert Month, Year]**, by and between Augusta, Georgia, c/o the Housing and Community Development Department (hereinafter referred to as “City”), by and through the Augusta-Richmond County Commission, as the Implementer of the Housing Urban Development Lead Base Paint Hazard Reduction Grant Program and The Environmental Institute (hereinafter referred to as the “Contractor”).

WHEREAS, City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HUD Act), Public Law 93-383; and WHEREAS, the City wishes to engage the Contractor to assist the City in utilizing such funds;

WHEREAS, the City desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Grant Program:

NOW, THEREFORE, it is agreed between the parties hereto as follows:

ARTICLE I. DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

The Lead-based Paint Hazard Control Grant (LBPHG) Program or “Program”

The term “Lead-based Paint Hazard Control Grant (CDBG) Program”, or “Program” shall mean that program administered by the Housing and Community Development Department of the City and funded by the Lead Base Paint Hazard Reduction Grant applied for by the City and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term “Department” shall mean the Housing and Community Development Department of the City.

Grantee

The term “City” shall mean Augusta, Georgia.

HUD

The term “HUD” shall mean the U. S. Department of Housing and Urban Development.

Project

The term “Project” shall mean the project of projects set forth in Article III hereto entitled “Scope of Services and Timetable.”

Low and Moderate Income Household

The term “Low and Moderate Income Household” shall mean a household having an income equal to or less than the Section 8 low income limit established by HUD.

Low and Moderate Income Person

The term “Low and Moderate Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low income limit established by HUD (80% of Area Median Income). Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

ARTICLE II. PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties’ essential elements of the mutual considerations upon which this Agreement is based.

- A. Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Augusta through citizen participation workshops, the Mayor and Commission determined the needs and priorities of community development in the City.
- B. Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in City’s CDBG submission to HUD, referred to as the Annual Plan. The City determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:
 - 1. Activities benefiting low and moderate income persons;
 - 2. Activities which aid in the prevention or elimination of slum and/or blight; and/or,
 - 3. Activities designed to meet community development needs having a particular urgency.

The City has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

- C. Under the Rules and Regulations of HUD, the City is administrator for the Program, and is mandated to comply with various states, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside in the City of Augusta.
- D. The City is desirous of disbursing the funds to the Contractor for use in the Project. However, as administrator for the Program, the City desires to obtain the assurance from the Contractor that it will

comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the City relating to the Project and the Program, as a condition precedent to the release of such funds to the Contractor.

ARTICLE III. PROJECT INFORMATION

The City agrees to make available, to the Contractor an amount not to exceed Fourteen thousand dollars-\$14,000 to implement the following activities(s) through the following scope of services:

- A. **EMPLOYMENT.** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.
- B. **SCOPE OF SERVICES.** The Contractor agrees to provide reporting information and supporting documentation to show the administration quality in-depth, on-site customized Environmental Review Services the City staff, as follows:

Agencies must:

- Instructor must offer courses that are consistent with the abatement regulations.
- Give certifiable classes for RRP and Lead Worker to support Lead Grant Hazard Program Grant.
- Training provider may use the model training course materials as is or may customize the materials for their needs.
- Instructor must provide all manuals
- Instructor must show that they have given multiple classes as an instructor approval EPA approval.

Completing the form

- Provide the specific information requested. To give your application the best chance for success, read the questions carefully and be certain to provide the answers or data requested.
- Use the checklist to make sure that your application is complete. Include all required documents listed on the final page of this application.

Failure to provide reporting information and supporting documentation as requested by the THE CITY shall result in the sub recipient being in violation of the terms of this agreement. THE CITY reserves the right to forward the sub recipient's Agreement to the Augusta, Georgia Legal.

ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT

The Contractor shall only be paid for services rendered under this agreement from funds allowed by the for administrative costs under the provisions of the grant awarded to the City. Payment will be made only on approval of the Contractor.

The total amount of costs to be paid under this contract for program administration shall not exceed Fourteen Thousand Dollars (\$14,000). The Contractor may not incur any costs in excess of this amount (except at its own risk) without the approval of the City. The Contractor will only be paid for the time and effort needed to complete the actual scope of services required for this project; which may be less than the total amount above.

The Contractor shall submit invoices to the City for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s), Scope of Services for payment according to the appropriate method listed below:

- a) **Cost Reimbursement:** For tasks lacking a definable work product and/or the Contractor will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for

contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.

- b) Lump Sum Price: For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.
- c) Unit Price: For tasks with a definable work product but the quantity is uncertain and the contractor assumes the risk for all costs: a unit price times the number of units completed for each billing. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price listed in Part III Payment Schedule.

ARTICLE V. PERFORMANCE

The services of the Contractor shall commence on _____, _____, and shall end on _____, _____. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the Contractor has received notification of final close out from the City.

Failure to provide reporting information and supporting documentation as requested by the City shall result in the Contractor being in violation of the terms of this agreement. City reserves the right to forward the sub recipient's Agreement to the Augusta, Georgia Legal.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by the City. No charge will be made to the Contractor for such information, and the City will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this contract.

Retention of and Access to Records

Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, the U.S. General Accounting Office, the or other pertinent party to CDBG Grant shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the City pertaining to the receipt and administration of the City's CDBG Program Funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

Financial records, supporting documents, statistical records, and all other records pertinent to this project shall be retained in separate records and for a minimum of three years after receipt of a Certificate of Completion.

The above requirements shall apply to all sub-grantees, contractors, and subcontractors who enter into contracts or agreements with the City.

ARTICLE VI. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by the City and the Contractor (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article ____: Suspension and Termination.

ARTICLE VII. NOTICES

Contractor and the CITY agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

If to City of Augusta:

Augusta, Georgia
Attention: Office of the Administrator
535 Telfair Street
Augusta, GA 30901

With copy to:

Augusta, Georgia
Attention: Hawthorne E. Welcher, Jr., Director
Housing and Community Development
510 Fenwick Street
Augusta, GA 30901

ARTICLE VIII: GENERAL CONDITIONS

A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that (1) the Contractor does not assume the Grantee's environmental responsibilities and (2) the Contractor does not assume the Grantee's responsibility for initiating the review process. The Contractor also agrees to comply with all other applicable Federal state and local laws, regulations, and policies governing the funds provided under this

Agreement. The Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an Independent Contractor.

C. Hold Harmless

The Contractor shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Contractor shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, if applicable.

E. Insurance and Bonding

The Contractor shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash reimbursements/advances from the Grantee.

F. Recognition

The Contractor shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement (i.e. equipment, supplies, printed materials, website development, etc.) shall be prominently labeled as to the funding source (City of Augusta / HUD-CDBG Funds). In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

1. The City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.
2. It is further understood that the City is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Contractor. In the event that the City approves any modification, amendment, or alteration to the funding allocation, the Contractor shall be notified pursuant to Article V and such notification shall constitute an official amendment to this Agreement.
3. It is further agreed that the Contractor will submit to the City within thirty (30) days of the execution of this agreement a complete financial accounting of all its eligible expenses to be paid under this agreement.

4. The Department's Director shall be authorized to approve line item changes to the Contractor's budget as long as such changes do not increase in the grant amount set forth in the "Budget," and remain classified to expenses eligible under the CDBG Program.
5. The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CITY and Contractor.
6. It is further understood that the Contractor shall be allowed only one amendment to this agreement. No amendment will be granted to extend the agreement beyond the established end of grant period.

H. Suspension or Termination

1. In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include, but are not limited to the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of funds provided under this Agreement; or
 - d) Submission by the Contractor to the CITY reports that are incorrect or incomplete in any material respect.
 - e) In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the CITY or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

ARTICLE IX: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Right

1. Compliance

- a) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

- b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Contractor agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Contractor will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.
- c) The Housing for Older Persons Act of 1995 (HOPA): Retained the requirement that housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- d) Section 504 of the Rehabilitation Act of 1973: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- e) The Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form(I-9).
- f) The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

2. Nondiscrimination

The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable.

B. Fair Housing

The Contractor agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Laney Walker Development Corporation publications and/or advertisements. (24 CFR 570.601).

C. President's Executive Order 11246

1. Approved Plan

The Contractor agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Access to Records

The Contractor shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Contractor Provisions

The Contractor will include the provisions of Paragraphs VIII.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Contractors or subcontractors.

D. Employment Restrictions

1. Prohibited Activity

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, and lobbying, political patronage and nepotism activities.

2. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 8864 *et seq.*) and its implementing

regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers, provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Contractor further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement.

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located.”

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which

the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located and to low and very low income participants in other HUD programs.

The Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Contractor will not subcontract with any entity where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Environmental Standards

The Contractors agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with the City in complying with the Act and regulations, and that no activities will be undertaken until notified by the City that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Lead-Based Paint

In accordance with Section 92.355 of the CDBG Regulations and Section 570.608 of the CDBG Regulations, the Contractor agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

G. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), the Contractor agrees that CDBG funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

H. Displacement and Relocation

The Contractor agrees to take all reasonable steps to minimize displacement of persons as a result of CDBG assisted activities. Any such activities assisted with CDBG funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

I. Debarred, Suspended or Ineligible Contractor

The Contractor agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by the City.

J. Publicity

Any publicity generated by the Contractor for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles

K. Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

L. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

M. Compliance with Laws and Permits

The Contractor shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. The Contractor agrees to obtain all necessary permits for intended improvements or activities.

N. Assignment of Contract

The Contractor shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

O. Equal Employment Opportunity

The Contractor agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

P. Conflict of Interest

The Contractor agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by Federal funds.
2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, an Agreement supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any Agreement, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.

Q. Lobbying

The Contractor hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
3. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and Agreements under grants, loans and cooperative agreements) and that all Contractors shall certify and disclose accordingly.
4. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any persons 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.

R. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials, for governmental purposes only.

S. Religious Activities

The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

ARTICLE X. SUSPENSION AND TERMINATION

In the event the Contractor materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE III and EXHIBIT C, the City may withhold payments until the contractors cures any breach of the contract. If the Contractor fails to cure the breach, the City may suspend or terminate the current award of CDBG funds for the project.

Notwithstanding the above, the Contractor shall not be relieved of its liability to the City for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, the City may withhold any payments to the Contractor for the purposes of set off until such time as the exact amount of damages is determined.

In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City can terminate this contract if the Contractor breach this contract or violate any regulatory rules. The City can terminate the contrite in 30 days and call the note due.

Notwithstanding any termination or suspension of this Contract, the contractor shall not be relieved of any duties or obligations imposed under this agreement with respect to CDBG funds previously disbursed or income derived therefrom.

ARTICLE XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE XII. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior

representations or agreements whether oral or written. The City is not obligated to provide funding of any kind to the Contractor beyond the term of this Contract.

ARTICLE XVI. WAIVER

The City's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XVII: LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVIII. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XIX: WAIVER

The Grantee's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

{Signatures begin on the next page}

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ATTEST:

AUGUSTA, GEORGIA
(Grantee)

By: _____
Takiyah Douce
Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., Director
Housing & Community Development Department

Date: _____

Approved As To Form By: _____
Augusta, GA Law Department

Date: _____

S E A L

Lena J. Bonner
Clerk of Commission

ATTEST:

Insert Name of Business
Contractor

By: _____
Sandra Fry, Owner

Date: _____

By: _____
ENTER BUSINESS OWNERS NAME

Date: _____

SEAL

“EXHIBIT “A”
CONTRACTOR ACKNOWLEDGEMENT

“Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.” This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

EXHIBIT “B”

E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

END OF AGREEMENT



Administrative Services

August 8, 2023

Environmental Justice Ordinance

Department:	N/A
Presenter:	N/A
Caption:	Discuss the adoption of an Environmental Justice Ordinance. (Referred from the August 1, 2023 Commission Meeting)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Importance of Environmental Justice Statement

At its core, environmental justice represents the pursuit of fairness, equity, and inclusivity in the distribution of environmental burdens and benefits among all individuals and communities, irrespective of their race, ethnicity, socio-economic status, or geographical location.

ARTICLE 16: SPECIAL USE PERMITS

Section 16.1. Authority

Special Use Permits may be authorized, as prescribed herein and as expressly permitted as a Special Use within a particular Zoning District, by the Board of Commissioners after notice as provided herein and holding a Public Hearing and after receiving a recommendation from the Planning Commission. The Board of Commissioners reserves the authority to deny any request or to impose conditions on a use as deemed appropriate to protect the general health, safety and welfare.

Section 16.2. Minimum Parcel Size

No tract or parcel of land shall be considered for a Special Use Permit that has an area, width or road frontage less than the minimum required-area, width or road frontage for the Zoning District of the property.

Section 16.3. Planning Commission Review

No application for a Special Use Permit shall become effective unless it has been first submitted to the Planning Commission for review and recommendation at a Public Hearing.

Section 16.4. Who May Initiate a Special Use Permit Application

Applications for a Special Use Permit may be initiated by petition of the property owner of record of said property, the owner's agent of said property with the owner's written consent, or by a contract purchaser of said property with the owner's written consent.

Section 16.5. Procedure for Consideration of a Special Use Permit

- 16.5.1 An application for a Special Use Permit shall be filed with the Zoning Administrator, containing at a minimum the information required by this Ordinance under Section 16.8

of this Article, at least seventeen (17) working days in advance of the next regularly scheduled Public Hearing of the Planning Commission.

- 16.5.2 Upon the filing of said application, the Zoning Administrator shall schedule Public Hearings upon said application for review and recommendation by the Planning Commission, and for final action by the Board of Commissioners.
- 16.5.3 The Zoning Administrator shall cause to be published, at least fifteen (15), but not more than forty-five (45) days, prior to the date of the Public Hearings, within a newspaper of general circulation within the territorial boundaries of Augusta Richmond County, a Public Notice of the Public Hearings, a link on the Augusta Richmond County planning and zoning site listing the proposal and affiliated documents, and at least one social media push through Augusta, GA social media sites.
- 16.5.4 The Zoning Administrator shall place, or cause to be placed on the subject property, a Public Notice Sign in a conspicuous location on each road frontage not less than fifteen (15) days prior to the date of the Public Hearings.
- 16.5.5 The applicant and any interested party shall have a reasonable opportunity during normal business hours to examine the application and any other information that has been submitted concerning a proposed use(s). The Zoning Administrator may also choose to post these materials online.
- 16.5.56 The Planning Commission shall hold a Public Hearing, as duly advertised, to consider the application. Any interested party may submit information, comments, or questions relating to the proposed use(s) or effects of the proposed use(s) on the community to the Planning Commission either before or during the Public Hearing. The Planning Commission shall consider all information, comments, and questions received relating to the proposed use(s) and shall recommend, at the Public Hearing, either approval, approval with modifications, or denial of the application to the Board of Commissioners. The Zoning Administrator shall submit the findings and recommendation of the Planning Commission to the Board of Commissioners within seven (7) days after the Public Hearing. If an application is tabled by the Planning Commission at their Public Hearing, and the Planning Commission fails to submit a recommendation to the Board of Commissioners within thirty (30) days of the first Public Hearing, it shall be deemed to have given a recommendation of “no comment” upon the application.
- 16.5.67 The Board of Commissioners shall hold a Public Hearing, as duly advertised, to consider the application. The Board of Commissioners shall consider the recommendations and findings of the Planning Commission, including specific conditions of approval, and any additional evidence that the applicant or any interested party wishes to present at the Public Hearing. The Board of Commissioners may adopt

the Special Use Permit application as presented, adopt the Special Use Permit application with modifications, deny the Special Use Permit application in whole or in part, or table the Special Use Permit application.

- 16.5.78 The Board of Commissioners may place any reasonable conditions or stipulations upon the proposed Special Use Permit as deemed necessary (such as hours of operation, parking, maximum building size, outside displays, etc.) to further insure the orderly operation of the proposed use(s) and their compatibility with the surrounding properties and to protect the general health, safety and welfare.
- 16.5.89 If new relevant information was unavailable to the Planning Commission at the time of its deliberation, the Board of Commissioners may, at their discretion, return the application to the Planning Commission for reconsideration.
- 16.5.910 The decision rendered by the Board of Commissioners regarding the proposed Special Use Permit shall be deemed to be the final action on the application.
- 16.5.4011 No amendment, supplement, change or repeal of the final action by the Board of Commissioners shall become effective unless said amendment, supplement, change or repeal is approved after a Public Hearing.

Section 16.6. Content of Required Published Public Notice

- 16.6.1 The Published Public Notice shall contain the time, date, place and purpose of the Public Hearing.
- 16.6.2 The Published Public Notice shall also contain the location, the present Zoning District designation, ~~and the Special Use proposed for the subject property,~~ and where the public may view the permit application and related materials.

Section 16.7. Content of Required Public Notice Sign

The Public Notice Sign required to be placed on the subject property by this Ordinance shall contain the same information stated in Section 16.6. of this Article. Said sign shall be at least six (6) square feet in area.

Section 16.8. Documents Required for Submitting an Application for a Special Use Permit

All applications for a Special Use Permit shall be filed with the Zoning Administrator and shall be accompanied by, at a minimum, the following items:

- 16.8.1 An application form as available from the Zoning Administrator, complete in all respects.

- 16.8.2 An application fee as required by the Board of Commissioners to cover administrative and advertising costs.
- 16.8.3 A legal description of the subject property.
- 16.8.4 A site plan drawn to scale, showing the location of the proposed use(s) or structure(s) and their relationship to existing adjacent uses or structures, the area and dimensions of the site, proposed screening and landscaping, height of " building(s), setbacks, access, location and number of parking and loading spaces, location of all existing or proposed utilities, whether public or private, and any pertinent information that the Planning Commission and/or the Board of Commissioners may require.
- 16.8.5 A narrative statement from the applicant describing the proposed use of the property and addressing each of the standards set forth in this Ordinance under Section 16.9 of this Article.
- 16.8.6 Verification that all current ad valorem taxes for real and personal property where the special use permit is sought or where such personal property is currently located are paid in full.
- 16.8.7 As to any Special Use Permit Applications for Airports, Radio, Telephone, Television & Microwave Broadcasting Towers, Solar Farms, and/or Mining Operations, a Community Impact Assessment containing the information set forth in this Ordinance under Section 16.10 of this Article, provided, however, that this item is not required if no residences exist within a two-mile radius of the proposed use(s) when the application is submitted.
- 16.8.8 If the permit applicant fails to submit all of the items set forth in this Section, complete in all respects, the application shall be deemed incomplete.

Section 16.9. Review Standards

The Board of Commissioners and the Planning Commission find that the following Review Standards are relevant in balancing the interest in promoting the public health, safety, morals, convenience, order or general welfare against the right to unrestricted use of property and shall govern the exercise of the power to adopt or deny a Special Use Permit:

- 16.9.1 Whether a proposed Special Use Permit will permit a use that is suitable in view of the use and development of adjacent property.
- 16.9.2 Whether a proposed Special Use Permit change will adversely affect the existing use or usability of adjacent or nearby property.

- 16.9.3 Whether the property to be affected by a proposed Special Use Permit has a reasonable economic use as currently designated.
- 16.9.4 Whether the proposed Special Use Permit will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.
- 16.9.5 Whether the proposed Special Use Permit is in conformity with the policy and intent of the Land Use Plan.
- 16.9.6 Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed Special Use Permit.
- 16.9.7 Whether the proposed Special Use Permit will result in a use that will or could negatively impact the health or environment of the surrounding community, based upon the information contained in the Community Impact Assessment, if required.

Section 16.10. Community Impact Assessment

Each Community Impact Assessment shall include the following information:

- 16.10.1 Permits. List all permits and approvals needed for the proposed use(s) from the United States Environmental Protection Agency, the United States Army Corps of Engineers, and/or the Georgia Environmental Protection Division and provide copies of any such permits already obtained.
- 16.10.2 Pre-existing Environmental Conditions Description. To the extent such information is publicly available, identify pre-existing environmental conditions within a two-mile radius of the proposed use(s) site, including the name and location of properties in that area with air pollution emission permits or wastewater discharge permits from the federal or state government, the name and location of known contaminated sites (e.g., listed as a federal Superfund site or on the State's Hazardous Site Inventory), the name and location of properties storing or using toxic chemicals, and any other known sources of pollution. Information on these sites may be obtained from federal or state databases such as those created or maintained by the United States Environmental Protection Agency or the Georgia Environmental Protection Division.
- 16.10.3 Environmental Impact Description. The applicant shall provide the following information on the environmental impacts of the proposed use(s), regardless of whether a permit is required, to the extent such information is available or can be readily obtained:

- a) Air Pollution: List tons per year of all Criteria Pollutants and Hazardous Air Pollutants. Include maximum permitted tons per year and anticipated actual tons per year.
- b) Water Pollution: Identify all pollutants that may be discharged into a water of the State from the construction and operation of the proposed use(s) on the property.
- c) Waterbodies: Identify all lakes, perennial streams, and flood zones located within a two-mile radius of the proposed use(s) and provide a map or maps showing the location of these waterbodies and flood zones. Identify waterways deemed impaired by the State of Georgia or the State of South Carolina.
- d) Stormwater Retention & Discharge: Provide a brief narrative summary of on-site stormwater capture, including total volume to be controlled, and sewer and stormwater discharge, including total volume to be discharged and onsite treatment technology.
- e) Water Use: Provide an estimate of the volume of water to be used annually for operations.
- f) Drinking Water Intakes: Identify any drinking water intakes, drinking water treatment facilities or ground water recharge zones located within a 2 mile radius of the site
- g) Energy Use: Provide an estimate of kilowatt hours of energy to be used annually for operations.
- h) Hazardous or Toxic Materials: List any substance used or stored on-site that must be registered with either the state or a local emergency responder office pursuant to state or federal law such as the Toxics Release Inventory, and provide the name and estimated quantity of any such substance.
- i) Truck Trips: Provide an estimate of the number of truck trips per day anticipated during normal operations. Indicate if trucks will be owned or contracted.
- j) Fuel Use: List the type of fuel to be used for heating, cooling, and operations (e.g. heating oil, natural gas, solar, etc.).
- k) Nuisance Issues: Provide a brief description of both projected impact of and plans to avoid, minimize, and control dust, noise, light, odors, and vibrations.

16.10.4 Vulnerable Populations. Identify the location of vulnerable populations within a two-mile radius of the proposed use(s), including schools, daycares, affordable housing developments, and senior centers.

- 16.10.5 Historic and Sites of Cultural Significance: Identify the location of any registered historical sites or sites of cultural significance located within a 2 mile radius of the site
- 16.10.6 Socioeconomic and Demographic Data. Provide publicly available data on socioeconomic conditions of residents living within two mile of the proposed use(s), including race, income, poverty, unemployment, and age, including information on the number and location of residents over 64 and under five years old. This information may be obtained from sources such as the U.S. Environmental Protection Agency's EJSCREEN Tool.
- 16.10.7 Public Health Data. Provide publicly available health data of residents living within two mile of the proposed use(s), including rates of cancer, respiratory disease, low infant birth weight, and cardiovascular disease. This information may be obtained from sources such as the U.S. Environmental Protection Agency's EJSCREEN Tool.
- 16.10.8 Quality of Life and Public Health Protection Measures. Describe plans to avoid, minimize, and mitigate any pollution emissions or environmental impacts both during construction and during operation, if any. Such efforts may include but are not limited to pollution reduction technologies, green infrastructure, energy efficiency or renewable energy elements, waste minimization, water conservation measures, and tree canopy expansion or vegetative buffers.
- 16.10.9 Public Engagement. Describe efforts undertaken by the applicant prior to applying for a Special Use Permit to inform or engage the residents and businesses in the vicinity of the proposed project, if any.
- 16.10.10 Alternatives. List reasonable alternatives to the proposed use(s), including alternative project sites.
- 16.10.11 Risks to FAA or Military Operations. Describe efforts undertaken by the applicant prior to applying for a Special Use Permit to identify and mitigate any issues that your operation might have on FAA or military operations within a 10 mile radius of the proposed project

Section 16.11. Reapplication Time Requirement

If an application for a Special Use Permit is denied by the Board of Commissioners, no application or reapplication for a Special Use Permit may be considered on the same property by the Board of Commissioners until the expiration of at least six (6) months immediately following the denial action of the application by the Board of Commissioners has occurred.

Section 16.12. Appellate Procedure

Any person or persons, who may have a substantial interest in any decision of the Board of Commissioners, may appeal said final decision to the Superior Court of August Richmond County, Georgia. Such appeal shall be filed with the Clerk of said court by filing a notice of appeal in writing setting forth plainly, fully and distinctly wherein such decision is contrary to law. Such notice of appeal shall be filed within thirty (30) days after the decision of the Board of Commissioners is rendered. A copy of the notice of appeal shall be served on the County Clerk. Upon the filing of a notice of appeal, the Clerk of the August Richmond County Superior Court shall give immediate notice thereof to the County Clerk and within thirty (30) days from the time of such notice, shall file with said Clerk of Superior Court, a duly certified copy of the minutes of the proceedings of the Board of Commissioners Public Hearing and the decision reached by the Board of Commissioners.

Section 16.13. Expiration of Special Use Permit

Once established, a Special Use Permit shall be in continuous operation. A Special Use Permit shall expire under the following circumstances:

- 16.13.1 If operations or construction has not commenced within twelve (12) months of the date of approval by the Board of Commissioners.
- 16.13.2 If operations have ceased for a period of twelve (12) months.

Section 16.14. Authority to Place Testimony Under Oath

The Planning Commission has the authority to place any or all testimony under oath and any perjury is subject to the penalties of the Superior Court of August Richmond County.

Section 16.15. Compliance with Plans

All property approved for a Special Use Permit shall be developed in general accordance with any development plans submitted to the Planning Commission.