

STANDARD FORM NUMBER 5

GEORGIA, DEKALB COUNTY

**FORMAT I – CDBG
ACQUISITION**

This CONTRACT, by and between DeKalb County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter sometimes referred to as the "COUNTY"), and the City of Clarkston, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter sometimes referred to as ("CITY")).

WITNESSETH:

I.

This CONTRACT shall begin on May 1, 2018 and end on April 30, 2019.

II.

The CITY agrees to perform the activities and comply with the requirements stated on Exhibit A, which is attached hereto and by reference made a part hereof.

III.

The CITY agrees to submit a budget acceptable to the COUNTY showing the planned expenditure of any funds to be received from the COUNTY and to maintain accurate records of the expenditure and disposition of such funds, such records to be in accordance with good accounting practices, and made available for inspection and audit by the COUNTY. The budget is identified as Exhibit B and is attached hereto and by reference made a part hereof.

IV.

The COUNTY designates the Director of DeKalb County Community Development Department as its point of contact, coordinator, and liaison person with CITY in the execution of the terms of this CONTRACT.

V.

The COUNTY agrees that it will pay to the CITY an amount not to exceed **One Hundred Twenty Thousand and No/100ths Dollars (\$120,000.00)** from the Community Development Block Grant Program (CDBG) funds. If the COUNTY receives any reduction in the CDBG funding during the life of this CONTRACT, the total cap paid under this CONTRACT shall automatically be reduced by the same percentage of reduction for the same period. However, in calculating the percentage of reduction to be applied to the total cap paid under this CONTRACT, the parties shall not use a time period exceeding one (1) fiscal year.

All payments will be made upon receipt of proper invoice submitted to the Community Development Director after performance of the services, rather than payments made in advance of services rendered.

VI.

The CITY shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the COUNTY. The CITY shall exonerate, indemnify, and save harmless the COUNTY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this CONTRACT or by

conditions created thereby or arising out of or any way connected with work performed under this CONTRACT and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of the CITY, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The CITY expressly agrees to defend against any claims brought or actions filed against the COUNTY where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

VII.

The CITY shall furnish the following along with contract documents sent to the COUNTY for execution.

- A. Certificate(s) of Insurance in companies doing business in Georgia and acceptable to DeKalb County covering:
 - 1. Statutory Worker's Compensation Insurance, or proof that the CITY is not required to provide such coverage under state law;
 - 2. Commercial Liability Insurance covering all operations and automobiles:
 - a. With limit of \$300,000 each occurrence for bodily injury -- general liability coverage, and with limits of \$100,000 each person and \$300,000 each occurrence -- automobile liability coverage.
 - b. With limit of \$100,000 Property Damage each occurrence -- general liability coverage and automobile liability coverage.
- B. Certificate(s) of Insurance must be executed in accordance with the following provisions:
 - 1. Certificate(s) to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this CONTRACT;
 - 2. Certificate(s) to contain the locations and operations to which the insurance applies;
 - 3. Certificate(s) to contain the CITY'S protective coverage for any Subcontractor's operations;

4. Certificate(s) to contain the CITY'S contractual insurance coverage;
5. Certificate(s) to be issued to:

DeKalb County, Georgia
The Maloof Center, Purchasing & Contracting
1300 Commerce Drive
Decatur, Georgia 30030

- C. The CITY shall be wholly responsible for securing certificate(s) of insurance coverage as set forth above for all Subcontractors who are engaged in this work.
- D. The CITY agrees to carry statutory Worker's Compensation Insurance and to have all Subcontractors likewise carry statutory Worker's Compensation Insurance, or provide proof that such coverage is not required under state law.

VIII.

Precedent to the execution of this CONTRACT and before the starting of any work, the CITY shall furnish to the COUNTY a Certificate of Insurance covering its Fidelity Bond in at least the total amount of this CONTRACT. Surety Company shall be acceptable to the COUNTY and licensed to do business in the State of Georgia.

IX.

The CITY shall comply with all federal laws and regulations governing the use of CDBG funds specifically including, without limitation, those requirements set forth in Subpart K of 24 CFR Part 570, 24 CFR 570.502, the circulars governing the program including Office of Management and Budget Circular Nos. A-110 and A-122, and other regulations that may be promulgated by the federal government and identified by the Community Development Director. A list of the current 24 CFR Part 570 regulations is attached hereto as Exhibit C. The CITY does not assume the COUNTY'S environmental responsibilities described at Section 570.604 nor the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Further, in accordance with the provisions of 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs; Final Rule and Notice, the CITY will comply with the regulations as they relate to activities that involve the acquisition of real property or the displacement of persons, or businesses including displacement caused by rehabilitation and demolition activities. The CITY will obtain approval from the COUNTY prior to initiating any such activities.

X.

If any program income is received by the CITY, it shall be returned to the COUNTY within thirty (30) days of its receipt. Any program income on hand when the CONTRACT expires, or received after the CONTRACT'S expiration, shall be paid to the COUNTY as required by 24 CFR § 570.503(b)(8). Upon expiration of this CONTRACT, the CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the CITY'S control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:

- (i) Used to meet one of the national objectives in 24 CFR § 570.503(b)(8) (formerly Section 570.901) until five years after expiration of the CONTRACT; or
- (ii) The CITY shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property.

During the term of this CONTRACT and until five years after the expiration of the CONTRACT, the CITY shall not change the planned use of the property improved with CDBG funds, including the beneficiaries of such use, unless specific written approval from the COUNTY is provided in advance of the change.

XI.

This CONTRACT may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any term, condition, or provision of this CONTRACT will be valid, or of any force or effect, unless made in writing, approved by the respective parties governing bodies, and properly executed by the parties authorized representatives. Renewal of this CONTRACT may be accomplished through the process of amendment or modification as provided for herein.

XII.

Notwithstanding any other CONTRACT provision, the COUNTY may **unilaterally** terminate this CONTRACT at any time, in whole or in part, with or without cause. The COUNTY will terminate by delivering to the CITY a Notice of Termination specifying the terms, extent, and effective date of termination. The effective date of termination, shall be at least thirty (30) days after the date of the Notice of Termination. Additionally, in accordance with 24 CFR 85.43, suspension or termination of the CONTRACT may occur if the CITY materially fails to comply with any term of this CONTRACT, and the CONTRACT may be terminated for convenience in accordance with 24 CFR 85.44.

The CITY may terminate the CONTRACT only upon written approval from the COUNTY. The CITY must provide the COUNTY with a written thirty (30) day notice of intent to terminate.

If the CONTRACT is terminated as provided herein, and if any funds have been expended by the COUNTY in accordance with this CONTRACT, the COUNTY will provide the CITY a written termination plan that identifies any funds that must be paid back to the COUNTY and any written obligations which must be satisfied by the CITY pursuant to the CONTRACT prior to

termination of the CONTRACT. The specific requirements of the termination plan shall be in accordance with this CONTRACT and shall be at the sole discretion of the COUNTY.

XIII.

For the purposes of this CONTRACT, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:

CITY

City of Clarkston
Clarkston City Hall – Annex
1055 Rowland Street
Clarkston, GA 30021-1711

COUNTY

DeKalb County, Georgia
The Maloof Center, Purchasing & Contracting
1300 Commerce Drive
Decatur, Georgia 30030

XIV.

It is the intent of the parties that nothing contained herein shall be interpreted to assign to the CITY any status under this CONTRACT other than that of an independent contractor.

XV.

This CONTRACT shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this CONTRACT shall be brought in the courts of DeKalb County, Georgia.

XVI.

The CITY agrees that the validity, interpretation, all rights, and all obligations hereto shall be governed, controlled and defined by and under the laws of the State of Georgia.

XVII.

CONTRACTOR and Subcontractor Evidence of Compliance

(1) Pursuant to O.C.G.A. § 13-10-91, County contracts for the physical performance of services within the state of Georgia shall include the following provisions:

a. compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02¹ are conditions of this contract;

b. CITY shall specify which one of the three statutory employee-number categories applies as identified in O.C.G.A. § 13-10-91, "500 or more employees," "100 or more employees," or "fewer than 100 employees." CITY shall check, initial or otherwise affirmatively indicate the employee-number category applicable to the contractor; and

c. CITY agrees that, in the event the CITY employs or contracts with any subcontractor(s) in connection with the covered contract, the CITY will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor; and

d. CITY shall comply with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 and shall attest by the execution of the contractor affidavit as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document shall be attached to, and become a part of, the covered contract. Contractor Affidavit and Agreement is hereto attached as Exhibit D and incorporated herein by reference.

(2) Pursuant to O.C.G.A. § 13-10-91, the CITY agrees that, in the event the CITY employs or contracts with any subcontractor(s) in connection with the covered contract, the CITY will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A.

§ 13-10-91 and Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the County at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement. Subcontractor Affidavit and Agreement is hereto attached as Exhibit E and incorporated herein by reference.

(3) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavits related thereto, shall be open for public inspection in this state at reasonable times during normal business hours.²

(4) The County will certify its registration and participation in the EEV / Basic Pilot Program (or other applicable federal work authorization program) by transmitting a copy of all documents required for the County's registration and participation in such program, including a fully executed copy of the required Memorandum of Understanding and the EEV / Basic Pilot Program User Identification Number, to the County's agency head or to an individual designated by the agency head to receive such certification.³

XVIII.

In the event any provision of this CONTRACT is held to be unenforceable for any reason, the remainder of the CONTRACT shall be in full force and effect and enforceable in accordance with its terms.

XIX.

Without regard to any designation made by the person or entity entering this Agreement, DeKalb County considers all information submitted in response to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq., after contacting the person or entity making the submission, unless a court order is presented with the CONTRACT.

XX.


It is agreed between the COUNTY and the CITY that the CONTRACT shall be executed in three (3) originals, any one of which may be used for any purpose.

[Signatures continue on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the day and date hereinabove written.

CITY OF CLARKSTON

DEKALB COUNTY, GEORGIA

By:  (SEAL)
Signature

by Dir. (SEAL)
Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

Ted Terry
Name (Typed or Printed)

Mayor
Title

586-003-756
Federal Tax I.D. Number

ATTEST:

ATTEST:


Signature

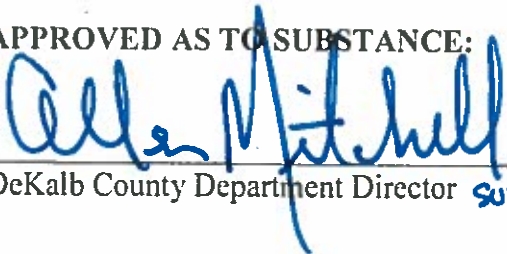
BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

Tracy Ashby
Name (Typed or Printed)

City Clerk
Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:


DeKalb County Department Director


County Attorney Signature

SUPERVISING Terri N. Gordon
County Attorney Name (Typed or Printed)

CERTIFICATE OF CORPORATE RESOLUTION

I, Tracy Ashby, certify the following:

That I am the appointed and authorized City Clerk of the City of Clarkston. (hereinafter referred to as the "CITY"), a CITY a municipal corporation duly and legally created by the General Assembly of the State of Georgia,

That said CITY has, through lawful resolution of the City Council of the CITY, duly authorized and directed Ted Terry, in his official capacity as Mayor of the CITY, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

The purpose of this project is to provide necessary funds for the completion of sidewalk and handicap ramps along the south side of East Ponce de Leon Avenue in the City of Clarkston;

That the foregoing Resolution of the City Council has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal.

This the 3 day of April, 2018.


Secretary (CORPORATE SEAL)

**City of Clarkston
East Ponce de Leon Avenue Sidewalk Project**

Exhibit A

Statement of Services

The City of Clarkston (hereafter known as the "CITY") agrees to provide all services necessary to complete the construction of 1400 feet of sidewalk and handicap ramps on the south side of East Ponce de Leon Avenue, Clarkston, Georgia 30021.

The CITY further agrees to comply with the terms outlined in items 1 through 9 and to maintain the necessary documentation. The CITY will submit the following information to the Community Development Department Director for approval prior to action, implementation, or reimbursement for related services:

1. Request for construction bid documents prior to advertising. The bidding process must be open and competitive.
2. A complete copy of the bid package to be provided to prospective bidders must be submitted prior to soliciting bids. The Community Development Department will provide copies of required Davis-Bacon materials and Section 3 requirements to be incorporated into the bid package.
3. The names of all contractors and subcontractors that submitted bids and were recommended for award of the construction services contract. The selected contractor must not be on HUD's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
4. A copy of the proposed contract for construction services which outlines all services to be rendered, schedules for completion, and estimated costs, and resources to pay for costs to the Community Development Department for review prior to execution.
5. A copy of the executed contract for construction services with contract specifications to the Community Development Department.
6. Any proposed contract amendments or change orders affecting the scope or cost of the work to be performed.

7. The CITY agrees to submit reports on all CITY activities related to this contract as requested by the Community Development Director. A copy of all final executed contracts, agreements, and change orders; and documentation of all expenses relating to the use of Community Development Block Grant funds shall be submitted with the request for reimbursement.
8. On a monthly basis, the CITY shall submit the Section 3 Reporting Form describing all activities undertaken by the Agency to address the Section 3 guidelines. This narrative should identify any new hires and/or individuals trained at the City who meet the definition of a Section 3 resident. A Section 3 resident is defined as a public housing resident or a low- or very low-income resident of the County. The format to be used is attached to this Exhibit A.
9. Provide as requested any additional reports or information necessary to meet project requirements as determined and requested by the Community Development Department.

If the CITY fails to comply with these requirements, the CITY agrees to reimburse all Community Development Block Grant funds or an amount proportional to the time of noncompliance as solely determined by the County.

**City Of Clarkston
East Ponce de Leon Avenue Sidewalk Project
Exhibit B**

Budget Summary

<u>Cost Category</u>	<u>Budget</u>
Construction of 1400 feet of sidewalk and handicap ramps on East Ponce de Leon Avenue (south side) from approximately Tree Creek Apartments to approximately Post Oak Drive.	\$120,000
Total	<u>\$120,000</u>

Community Development Block Grant funds in the amount of \$120,000 shall be used by the City of Clarkston for services related to construction of sidewalks and handicap ramps. Funds will be reimbursed to the CITY upon receipt and approval by the Community Development Department of the necessary documentation to support expenditures. The total amount shall not exceed \$120,000 for the contract period.

EXHIBIT C

Summary of Part 570

Community Development Block Grants

Part 570 - Community Development Block Grants

Subpart A - General Provisions

Section	Title
<u>570.1</u>	Purpose and Primary Objective
<u>570.2</u>	Removed
<u>570.3</u>	Definitions
<u>570.4</u>	Allocation of Funds
<u>570.5</u>	Waivers

Subpart B - [Reserved]

Subpart C - Eligible Activities

Section	Title
<u>570.200</u>	General policies
<u>570.201</u>	Basic eligible activities
<u>570.202</u>	Eligible rehabilitation and preservation activities
<u>570.203</u>	Special economic development activities
<u>570.204</u>	Special activities by Community-Based Development Organizations (CBDOs)
<u>570.205</u>	Eligible planning, urban environmental design and policy-planning- management-capacity building activities
<u>570.206</u>	Program administration costs
<u>570.207</u>	Ineligible activities
<u>570.208</u>	Criteria for national objectives
<u>570.209</u>	Guidelines for evaluating and selecting economic development projects

Subpart D - Entitlement Grants

Section	Title
<u>570.300</u>	General
<u>570.301</u>	Activity locations and float-funding
<u>570.302</u>	Submission requirements
<u>570.303</u>	Certifications
<u>570.304</u>	Making of grants
<u>570.307</u>	Urban counties
<u>570.308</u>	Joint requests
<u>570.309</u>	Restriction on location of activities

Subpart E - Special Purpose Grants

Section	Title
<u>570.400</u>	General
<u>570.401</u>	Community adjustment and economic diversification planning assistance
<u>570.402</u>	Technical assistance awards
<u>570.403</u>	New Communities
<u>570.404</u>	Historically Black colleges and universities program
<u>570.405</u>	The insular areas
<u>570.406</u>	Formula miscalculation grants
<u>570.410</u>	Special Projects Program

- 570.411** Joint Community Development Program
- 570.415** Community development work study program
- 570.416** Hispanic-serving institutions work study program

Subpart F - Small Cities Program

- | Section | Title |
|-----------------------|--|
| <u>570.420</u> | General |
| <u>570.421</u> | New York Small Cities Program Design |
| <u>570.422</u> | Applications from joint applicants |
| <u>570.423</u> | Application for the HUD-administered New York Small Cities Grants |
| <u>570.424</u> | Grants for imminent threats to public health and safety |
| <u>570.425</u> | HUD review and actions on applications for New York State applicants |
| <u>570.426</u> | Program income |
| <u>570.427</u> | Program amendments |
| <u>570.428</u> | Reallocated funds |
| <u>570.429</u> | Hawaii general and grant requirements |
| <u>570.430</u> | Hawaii program operation requirements |
| <u>570.431</u> | Citizen participation |
| <u>570.432</u> | Repayment of section <u>108</u> loans |

Subpart I - State Community Development Block Grant Program

- | Section | Title |
|-----------------------|---|
| <u>570.480</u> | General |
| <u>570.481</u> | Definitions |
| <u>570.482</u> | Eligible activities |
| <u>570.483</u> | Criteria for national objectives |
| <u>570.484</u> | Overall benefit to low and moderate income persons |
| <u>570.485</u> | Making of grants |
| <u>570.486</u> | Local government requirements |
| <u>570.487</u> | Other applicable laws and related program requirements |
| <u>570.488</u> | Displacement, relocation, acquisition, and replacement of housing |
| <u>570.489</u> | Program administrative requirements |
| <u>570.490</u> | Recordkeeping requirements |
| <u>570.491</u> | Performance and evaluation report |
| <u>570.492</u> | State's reviews and audits |
| <u>570.493</u> | HUD's reviews and audits |
| <u>570.494</u> | Timely distribution of funds by states |
| <u>570.495</u> | Reviews and audits response |
| <u>570.496</u> | Remedies for noncompliance; opportunity for hearing |
| <u>570.497</u> | Condition of State election to administer State CDBG Program |

Subpart J - Grant Administration

- | Section | Title |
|-----------------------|--|
| <u>570.500</u> | Definitions |
| <u>570.501</u> | Responsibility for grant administration |
| <u>570.502</u> | Applicability of uniform administrative requirements |

- 570.503** Agreements with subrecipients
- 570.504** Program income
- 570.505** Use of real property
- 570.506** Records to be maintained
- 570.507** Reports
- 570.508** Public access to program records
- 570.509** Grant closeout procedures
- 570.510** Transferring projects from urban counties to metropolitan cities
- 570.511** Use of escrow accounts for rehabilitation of privately owned residential property
- 570.512** [Reserved]
- 570.513** Lump sum drawdown for financing of property rehabilitation activities

Subpart K - Other Program Requirements

Section Title

- 570.600** General
- 570.601** Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063
- 570.602** Section **109** of the Act
- 570.603** Labor standards
- 570.604** Environmental standards
- 570.605** National Flood Insurance Program
- 570.606** Displacement, relocation, acquisition, and replacement of housing
- 570.607** Employment and contracting opportunities
- 570.608** Lead-based paint
- 570.609** Use of debarred, suspended or ineligible contractors or subrecipients
- 570.610** Uniform administrative requirements and cost principles
- 570.611** Conflict of interest
- 570.612** Executive Order 12372
- 570.613** Eligibility restrictions for certain resident aliens
- 570.614** Architectural Barriers Act and the Americans with Disabilities Act

Subpart M - Loan Guarantees

Section Title

- 570.700** Purpose
- 570.701** Definitions
- 570.702** Eligible applicants
- 570.703** Eligible activities
- 570.704** Application requirements
- 570.705** Loan requirements
- 570.706** Federal guarantee; subrogation
- 570.707** Applicability of rules and regulations
- 570.708** Sanctions
- 570.709** Allocation of loan guarantee assistance
- 570.710** State responsibilities

Subpart N - Urban Renewal Provisions

Section Title

- 570.800** General
- 570.801** Payment of the Cost of Completing a Project
- 570.802** Repayment of Temporary Loans
- 570.803** Financial Settlement of Projects
- 570.804** Application for Approval of Financial Settlement

Subpart O - Performance Reviews

- | Section | Title |
|--------------------------|---|
| <u>570.900</u> | General |
| <u>570.901</u> | Review for compliance with the primary and national objectives and other program requirements |
| <u>570.902</u> | Review to determine if CDBG funded activities are being carried out in a timely manner |
| <u>570.903</u> | Review to determine if the recipient is meeting its consolidated plan responsibilities |
| <u>570.904</u> | Equal Opportunity and Fair Housing Review Criteria |
| <u>570.905</u> | Review of continuing capacity to carry out CDBG funded activities in a timely manner |
| <u>570.906</u> | Review of urban counties |
| <u>570.907 --</u> | [Reserved] |
| <u>570.909</u> | |
| <u>570.910</u> | Corrective and remedial actions |
| <u>570.911</u> | Reduction, withdrawal, or adjustment of a grant or other appropriate action |
| <u>570.912</u> | Nondiscrimination compliance |
| <u>570.913</u> | Other remedies for noncompliance |

Authority: Title I, Housing and Community Development Act of 1974, as amended (42 U.S.C. 5300-5320); sec. 7(d), Department of Housing and Urban Development Act (42 U.S.C. 3535(d)).

Content updated August 26, 2002

U.S. Department of Housing and Urban Development
 451 7th Street S.W., Washington, DC 20410
 Telephone: (202) 708-1112 TTY: (202) 708-1455

Exhibit D
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or CITY which is contracting with DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program*¹ [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, then the contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08² or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, at the time the subcontractor(s) is retained to perform such service.

105406
Employment Eligibility Verification Program (EEV)/
Basic Pilot Program* User Identification Number

55412
DeKalb County EEV Basic Pilot
Program* User Identification
Number

Keith Barker
BY: Authorized Officer or Agent
(Contractor Name)

4-3-2018
Date

City Manager
Title of Authorized Officer or Agent of Contractor
Keith Barker
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

3 DAY OF April, 20018
Tracy L Ashby
Notary Public
My Commission Expires: August 5, 2019



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

² See, O.C.G.A. § 13-10-90; O.C.G.A. § 13-10-91; Rules of Georgia Department of Labor, "Georgia Security and Immigration Compliance Act" of 2006; Rule 300-10-1-07, and Rule 300-10-1-.08.

Exhibit E
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or CITY which is engaged in the physical performance of services under a contract with _____ (Name of Contractor) on behalf of DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program*2 [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

Employment Eligibility Verification Program (EEV)/
Basic Pilot Program* User Identification Number

55412
DeKalb County EEV Basic Pilot
Program* User Identification
Number

BY: _____
Authorized Officer or Agent
(Subcontractor Name)

N

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

A

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 200__

Notary Public
My Commission Expires: _____

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