Administrative Services Committee Meeting

Virtual/Teleconference- 2/23/2021- 1:10 PM

ADMINISTRATIVE SERVICES

1. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to assist two (2) low to moderate income homebuyers with down-payment assistance to purchase a home.

Attachments

2. Motion to approve eleven (11) Emergency Rehabilitation projects.

Attachments

3. Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME funding to assist one (1) low to moderate income homebuyer with gap financing, down payment and closing cost to purchase a home through the Homebuyer Subsidy Program.

Attachments

4. Motion to approve Housing and Community Development Department's (HCD's) request to procure two (2) Georgia Real Estate Brokerage Firms for the Laney Walker/ Bethlehem Project with an Agreement for a period of one (1) year.

Attachments

5. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding for (10) ten business owners via the Seeds for Life Program, to assist them in sustaining and growing their business. The following Seeds for Life recipients are listed below. Each recipient will receive a grant funding amount of $10,000.00:

1. Jaruwan Charintranont (Sweet Moments Café)
2. Frederick Gibbons (Soultry Sounds Auto Sales, LLC)
3. Carol Jackson (Carol's Hair Care)
4. Sheila Johnson (Kenise's Tax & Business Services, LLC)
5. Donjinia Moore (CM Moore In-Home Tutoring Services, LLC)
6. DeWayne Pearson (Ikonz Sportsbar & Grill)

Attachments

7. Vivian Ross (Elephant in the Room Counseling Services, LLC)
8. LaTanya Thurmond (Mending Lives, LLC)
9. Pedro Vendrell (Vendrell and Sons, LLC)
10. Ernesia Wright (Georgia Soul/Georgia Pro-Basketball Soul)

6. Motion to approve the minutes of the Administrative Services Committee held on February 9, 20221. Attachments

7. Discuss authorizing the Administrator, finance department, and other relevant departments to conduct a 30 day review of the impact, feasibility and cost of an up to 15 percent, FY 21, tax break to coincide with federal and state eviction moratoriums for landlords providing workforce and affordable housing. **(Deferred from the February 16, 2021 Commission Meeting; requested by Mayor Hardie Davis, Jr.)** Attachments

8. Discuss if there is a need for a Blue Ribbon Committee and/or different avenue to study the Consolidation Bill (Charter). **(Deferred from the Commission Meeting Requested by Commissioner Ben Hasan)** Attachments

9. Discussion on exploring and adopting an electronic signature software such as DocuSign **(Requested by Mayor Hardie Davis, Jr.)** Attachments

Administrative Services Committee Meeting
2/23/2021 1:10 PM
HCD_Down Payment Assistance 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 provide funding to assist two (2) low to moderate income homebuyers with down-payment assistance to purchase a home.
Background:	Augusta, GA's Down Payment Assistance Program (administered by HCD) is a loan, given to a prospective homeowner in the form of a second mortgage. This financial assistance is combined with a primary loan (first mortgage loan) from a participating lending institution and enables a qualified first-time homebuyer to become a homeowner. The buyer must be a first-time home buyer and the home must become the buyer's primary residence. The program is funded by the U.S. Department of Housing and Urban Development (HUD) and administered by Augusta, GA's Housing and Community Development Department (HCD). The program promotes neighborhood stability by assisting with the gap financing towards the purchase price and closing costs for homes located within the limits of Augusta-Richmond County. Two applicants awaiting approval to move forward with the process of becoming a homeowner are: 3604 Larkspur Drive, Augusta, GA 30906 $5,000.003604 Sturnidae Drive, Augusta, GA 30906 $5,000.00 The applicant has a first mortgage loan from a lending institution, but needs down payment assistance to complete the process. A prospective homeowner is only eligible to receive up to $5,000.00 if they are purchasing a single-family dwelling in the Richmond County area.Once approved, lenders will schedule a closing and the applicant will soon be on their way to homeownership in Augusta – Richmond County.
Analysis:	The approval of the application will enable an individual to become a homeowner and "Make the American Dream a

	Reality”. Approval will also have a positive impact on the community by increasing the tax base in Augusta, Georgia.
Financial Impact:	The City receives funding from the US Housing and Urban Development Department (HUD) on an annual basis. This approval will total $10,000.00 given in the form of a second mortgages (forgiven upon the fifth year after closing date), and shown as a second lien against said property until forgiven.
Alternatives:	Do not approve HCDs Request.
Recommendation:	Motion to approve Housing and Community Development Department’s (HCD's) request to provide funding to assist two (2) low to moderate-income homebuyers with down-payment assistance to purchase a home.
Funds are Available in the Following Accounts:	Housing and Urban Development (HUD) Funds: a)HOME Investment Partnership Grant (HOME) funds: 221073212/5225110

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

HOME PROGRAM
HOMEBUYER WRITTEN AGREEMENT

NOTICE TO HOMEBUYER: This AGREEMENT contains a number of requirements you must fulfill in exchange for the federal assistance you are receiving through the Home Investment Partnerships Program (HOME Program). Be sure to read each paragraph carefully and ask questions regarding any sections you do not fully understand. This AGREEMENT will be enforced by a forgivable loan and mortgage as set forth below. You should be sure that you thoroughly understand these documents before you sign them.

THIS AGREEMENT, made and entered into this ____ day of **____________, 2021** by and between _____________hereinafter referred to as "BORROWER," and **AUGUSTA HOUSING & COMMUNITY DEVLOPMENT** having its principal office at **510 Fenwick, Augusta, Georgia 30901**, hereinafter referred to as "LENDER."

WHEREAS, on ___________________, the Lender agreed to provide to the Borrower financial assistance to be used in pursuit of the purchase of certain real property hereafter described: **_Map Parcel #____**and **____________________________________.**

WHEREAS, a percentage of said financial assistance was provided in the form of a Forgivable Loan, hereinafter referred to as a "LOAN," with said Loan being in the amount of **Twenty-Five thousand dollars 00/100 ($25,000.00)** subject to the condition that the Borrower executes this Agreement.

WHEREAS, the Forgiveness Loan is funded by the U.S. Department of Housing and Urban Development ("hereafter HUD") via the HOME Investment Partnership Program (hereafter "HOME Program"), and restrictions apply to the Borrower when participating in the City of Augusta's Forgiveness Loan Program.

NOW THEREFORE, in consideration of the said Loan and in accordance with the provisions of State of Georgia Statues, the parties do hereby agree as follows:

The Borrower covenants and agrees with the Lender to adhere to the following HOME Program Restrictions imposed on them for the federal assistance provided:

Affordability Period

You must comply with the HOME Program's period of affordability. The period of affordability for the home will be 20 years, based on the amount of the direct subsidy to the HOMEBUYER. During this 20 year period, the HOMEBUYER must maintain the home as his/her **principal place of residence** at all times. During this time the recapture restriction is effective and requires all HOME funds that were provided for the purchase of the home to be repaid to the City, including principal, interest, late fees, and other charges, if you do not occupy the property as your principal residence or if you sell or transfer the property.

Maximum Sales Price

The property may not have a purchase price for the type of single family housing that exceeds 95% of the median purchase price for the area. It has been verified that the purchase price of the housing does not exceed 95 percent (95%) of the median purchase price of homes for the area, as set forth in 24 CFR Part 92.254(a).

The maximum purchase price is as follows for the Augusta Richmond County GA:

Unit #	FHA Limits Pre-Economic Stimulus Act- 2020	
	Existing Homes	New Homes
1 Unit	$ 157,000	$ 238,000
2 Unit	$ 201,000	$ 304,000
3 Unit	$ 243,000	$ 368,000
4 Unit	$ 301,000	$ 456,000
Unadjusted Median Value	$ 164,900	$ 250,000

Appraised property value

The AWARDEE certifies that a certified property appraiser has appraised the property that is the subject of this AGREEMENT at a value of $________.

Principal residence requirement

This agreement shall remain in force throughout the affordability period as long as the home remains the principal residence of the HOMEBUYER. Should the HOMEBUYER not maintain the home as his/her principal residence, or rent or sell the residence to another party, the HOMEBUYER will be in breach of this agreement and will be required to repay the amount awarded, as of the day the home is no longer the principal place of residence of the HOMEBUYER. If the home is sold to another party, the liability of the HOMEBUYER will be limited to the amount of the net proceeds of the sale as set forth below.

________*Buyer Initials*

Recapture Agreement

This is a mechanism to recapture all or a portion of the direct HOME subsidy if the HOME recipient decide to sell the house within the affordability period at whatever price the market will bear. The recaptured funds will come from the net proceeds if available. Any such repayment as required shall be made to the Lender no later than thirty (30) days following the action that require the repayment.

Obligation of Repayment

As security of Borrower's obligation of repayment, and subject to the terms and conditions of this Agreement, the Borrower grants, and the Lender shall and hereby does have, a lien on the real estate hereinafter described in the full amount necessary to satisfy said repayment obligation and the cost, including reasonable attorney's fees, of collecting the same. The real estate subject to said lien is legally described as:

> **ALL THAT LOT OR PARCEL OF LAND,** situated, lying and being in the City of Augusta, Richmond County, Georgia bounded North by ______. South by ______________, East by ____________ and West by ___________. Parcel # ______________ Property recorded as ________________________,

Promptly after the date of any sale, transfer or other conveyance of the above describe property, or in the event of a sale by contract for deed, at least ten (10) days prior to the date of such sale; or if the property shall cease to be the Borrower's **principal place of residency**, the Borrower or his/her heirs, executors, or representatives shall give the lender notice thereof.

In the event the Borrower or his/her heirs, executors, or representatives shall fail or refuse to make a required payment within said limited period, the Lender may, with or without notice to the Borrower, foreclose said lien in the same manner as an action of the foreclosure or mortgages upon said real estate, as provided by State Statue.

Ownership of Property

You must hold fee simple title to the property purchased with HOME funds for the duration of your Forgiveness Loan.

Use of HOME funds

The HOMEBUYER agrees that the HOME assistance will be used to lower the cost of the home by providing down payment assistance. This will reduce the sales price of the home to the HOMEBUYER and reduce the total amount the HOMEBUYER will be required to borrow in order to purchase the home.

________*Buyer Initials*

Household Income

You must be an eligible household through the time of filing a loan application with the City or other lender to the escrow closing of the purchase transaction. Income eligibility means that your annual gross household income, adjusted for household size does not exceed eighty percent (80%) of the Augusta-Aiken median income, as established by HUD.

Insurance requirement

The HOMEBUYER must at all times during the duration of this AGREEMENT maintain a valid and current insurance policy on the home for the current appraised or assessed value of the home. Failure to maintain a valid and current insurance policy will be considered a breach of this AGREEMENT, and the AWARDEE will have the right to foreclose on its mortgage lien if necessary to protect the HOME Program investment.

Property standards

Pursuant to HOME Program rules, the property that is the subject of this AGREEMENT must meet all State and local housing quality standards and code requirements. If no such standards or codes apply, the property must at a minimum meet the HUD Section 8 Housing Quality Standards/Uniform Physical Condition Standards.

Termination Clause

In the event of foreclosure or deed in lieu of foreclosure of Prior Security Deed, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restriction.

Further, if any Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Lender has been given written notice of a default under the Prior Security Deed and (ii) the Lender shall not have curved the default under the Prior Security Deed within the 30-day notice sent to the Lender."

This Agreement shall run with the aforementioned real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

If at any time that the City realizes that you have falsified any documentation or information, you may be required by law to pay the full amount of subsidy provided.

________*Buyer Initials*

Post Purchase Requirement

Homeowner must attend a Post Homeownership Counseling class and submit a certificate of completion to AHCD within the first two years of purchasing the house. AHCD will not release the lien on the property until this requirement has been met.

_______*Buyer Initials*

IN WITNESS WHEREOF, the Borrower has executed this Forgiveness Loan Repayment Agreement.

____ Date____________________________
HOMEBUYER SIGNATURE

Attest:

Subscribed and sworn to before me ___________________________________, 20____.

My Commission Expires ____, 20____.

____
Notary Signature

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

ATTEST: AUGUSTA, GEORGIA
(The City)

Approved as to form: __________________________ Date:_________________
Augusta, GA Law Department

By: ____________________________________ Date: _________________
Hardie Davis
As Mayor

By: ____________________________________ Date: _________________
Odie Donald II
Administrator

By: ____________________________________ Date:_________________
Hawthorne Welcher, Jr.
As Director, HCD

SEAL

____
Lena Bonner
As its Clerk

Administrative Services Committee Meeting
2/23/2021 1:10 PM
HCD_Emergency Rehabilitation Program Request

Department: HCD

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

Caption: Motion to approve eleven (11) Emergency Rehabilitation projects.

Background: The Homeowner-Occupied Emergency Rehabilitation Programs provide a mechanism for eligible homeowners to bring their home into compliance with local codes and provide safe, decent housing for lower-income individuals. The program functions through two major components: · Home Owner occupied Rehabilitation – Full rehab to include rehabbing of floors, bathrooms, counter tops, cabinets, etc… • Emergency Rehabilitation – Code items program to include only one of the following: roofing, HVAC, electrical or plumbing. The Homeowner Emergency / Rehabilitation Program is designed to bring the eligible homeowner's dwelling into compliance with applicable, locally adopted housing rehabilitation standards to reduce ongoing and future maintenance costs, promote energy efficiency, and to preserve decent affordable owner-occupied housing. Federal funding for these activities is provided to Augusta, GA through the Community Development Block Grant (CDBG) Program and the Home Investment Partnership Program (HOME). This request will provide eleven (11) homeowners with funding for the following addresses: 1. Contractor: Legacy 4 Construction, Inc. Project Address: 2247 Travis Road, Augusta, Ga 30906 Amount: $ 6,600.00 2. Contractor: Legacy 4 Construction, Inc. Project Address: 2611 Cranbrook Drive, Augusta, Ga 30906 Amount: $ 7,875.00 3. Contractor: Johnny's Heating & Air Project Address: 3467 Postell Drive, Hephzibah, Ga 30815 Amount: $ 4,375.00 4. Contractor: Curry's Home Improvement Project Address: 2520 Jolles Ave, Augusta, Ga 30906 Amount: $ 7,775.00 5. Contractor:

Curry's Home Improvement Project
Address: 1925 Lionel Street, Augusta, Ga 30906 Amount: $ 4,350.00
6. Contractor: Curry's Home Improvement Project Address: 1250 Hernlen Road, Augusta, Ga 30901 Amount: $ 6,760.00
7. Contractor: Blount's Complete Home Service Project Address: 1015 Dugas Street, Augusta, Ga 30901 Amount: $ 15,800.00
8. Contractor: Legacy 4 Construction, Inc. Project Address: 2847 Wells Drive, Augusta, Ga 30906 Amount: $ 8,475.00
9. Contractor: Blount's Complete Home Service Project Address: 2407 Hardwick Drive, Augusta, Ga 30906 Amount: $ 6,000.00
10. Contractor: Curry's Home Improvement Project Address: 2371 Ruby Drive, Augusta, Ga 30906 Amount: $ 9,500.00
11. Contractor: Funes Construction Project Address: 1523 Maple Street, Augusta, Ga 30901 Amount: $ 9,100.00

Analysis: The approval of this request will allow eleven (11) homeowners to obtain compliant, decent, and safe housing.

Financial Impact: The City receives funding from the US Housing and Urban Development Department (HUD) on an annual basis. Total amount requested - $86,610.00.

Alternatives: Do not approve HCDs request.

Recommendation: Motion to approve eleven (11) Emergency Rehabilitation projects.

Funds are Available in the Following Accounts: U.S. Department of Housing and Urban Development (HUD) Funds: a) CDBG-221073211

<u>REVIEWED AND APPROVED BY</u>:

Finance.
Law.
Administrator.
Clerk of Commission

Cover Memo

Item # 2

AHCDD Form 508 (Rev. 05/04)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT CONSTRUCTION CONTRACT - REPAIR PROJECT	Date:

This agreement is between (Contractor):

And: **Augusta Housing & Community Development**
510 Fenwick Street
Augusta, Georgia 30901

Address:

Project #:

The Contractor agrees to furnish all labor and materials to complete in a good, work man like manner repairs to the property shown above, for the total sum of **_______________________**. All work will be accomplished in accordance with the attached Work Write Up, and the material and labor quality standards specified in the Augusta Housing and Community Development Department Contractor's Handbook and Performance Manual.

The Contractor agrees to accept payment from the Augusta Housing and Community Development Department in accordance with Department payment procedures. The Contractor agrees to complete all repair work required by this contract within **31** working days of the date of this contract.

The undersigned, having reviewed and understanding this contract, agree to the terms as specified above and in the attached contract documents.

______________________________________ ___________________________________

Hawthorne Welcher, Jr., Director
Housing & Community Development

Witness: ____________________________

SWORN TO AND SUBSCRIBED BEFORE ME, THIS

______ DAY OF _________________________, 20____.

____
Notary Public, State of Georgia (SEAL)

AHCDD Form 508 (Rev. 05/04)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT CONSTRUCTION CONTRACT - REPAIR PROJECT	Date:

Approved as to form:

____________________________ Date:________________
Augusta, GA Law Department

By: _______________________________________ Date: ________________
Hardie Davis
As its Mayor

By: _______________________________________ Date: _________________
Odie Donald II
As its Administrator

By: _______________________________________ Date: __________________
Hawthorne Welcher, Jr.
As its Director, HCD

SEAL

____
Lena Bonner
As its Clerk

Administrative Services Committee Meeting
2/23/2021 1:10 PM
HCD_Homebuyer Subsidy Program 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 provide HOME funding to assist one (1) low to moderate income homebuyer with gap financing, down payment and closing cost to purchase a home through the Homebuyer Subsidy Program.
Background:	The City of Augusta's Home Subsidy Program is a loan in the form of a second mortgage. This financial assistance is combined with a primary loan (first mortgage loan) from a participating lending institution and enables a qualified first-time home buyer to become a homeowner. The buyer must be a first-time home buyer and the home must become the buyer's primary residence. The program is funded by The Department of Housing and Urban Development (HUD) and administered by The City of Augusta's Housing and Community Development Department (HCD). The program promotes neighborhood stability by assisting with gap financing towards the purchase price and closing costs for homes located within the city limits of Augusta and in conjunction with local Community Housing Development Organizations (CHDOs) and employees of Augusta, Georgia. One application awaiting approval to move forward with the process of becoming a homeowner: 1. 1. Homebuyer Subsidy – 2806 Hackle Street - Requesting: $25,000 Sales Price: $ 154,000.00 Applicant has a first mortgage from a lending institution but needs the Subsidy to complete the process. Once approved, Lenders will schedule closing and the applicant will then become a new homeowner in Augusta, Georgia.
Analysis:	The approval of the application will enable one individual to become a homeowner and "Make the American Dream a Reality". Approval will also have a positive impact on the community by increasing the tax base in Augusta, Georgia.

Financial Impact:	The City receives funding from the US Housing and Urban Development Department on an annual basis. This approval would be for the amount of $25,000.00.
Alternatives:	Do not approve Homebuyer Subsidy's Agreement.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME funding to assist one (1) low to moderate income homebuyer with gap financing, down payment and closing cost to purchase home though the Homebuyer Subsidy Program.
Funds are Available in the Following Accounts:	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. 221073212-5225110

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

HOME PROGRAM
HOMEBUYER WRITTEN AGREEMENT

NOTICE TO HOMEBUYER: This AGREEMENT contains a number of requirements you must fulfill in exchange for the federal assistance you are receiving through the Home Investment Partnerships Program (HOME Program). Be sure to read each paragraph carefully and ask questions regarding any sections you do not fully understand. This AGREEMENT will be enforced by a forgivable loan and mortgage as set forth below. You should be sure that you thoroughly understand these documents before you sign them.

THIS AGREEMENT, made and entered into this ____ day of **____________, 2021** by and between _____________hereinafter referred to as "BORROWER," and **AUGUSTA HOUSING & COMMUNITY DEVLOPMENT** having its principal office at **510 Fenwick, Augusta, Georgia 30901**, hereinafter referred to as "LENDER."

WHEREAS, on ___________________, the Lender agreed to provide to the Borrower financial assistance to be used in pursuit of the purchase of certain real property hereafter described: **_Map Parcel #____**and **___________________________________.**

WHEREAS, a percentage of said financial assistance was provided in the form of a Forgivable Loan, hereinafter referred to as a "LOAN," with said Loan being in the amount of **Twenty-Five thousand dollars 00/100 ($25,000.00)** subject to the condition that the Borrower executes this Agreement.

WHEREAS, the Forgiveness Loan is funded by the U.S. Department of Housing and Urban Development ("hereafter HUD") via the HOME Investment Partnership Program (hereafter "HOME Program"), and restrictions apply to the Borrower when participating in the City of Augusta's Forgiveness Loan Program.

NOW THEREFORE, in consideration of the said Loan and in accordance with the provisions of State of Georgia Statues, the parties do hereby agree as follows:

The Borrower covenants and agrees with the Lender to adhere to the following HOME Program Restrictions imposed on them for the federal assistance provided:

Affordability Period

You must comply with the HOME Program's period of affordability. The period of affordability for the home will be 20 years, based on the amount of the direct subsidy to the HOMEBUYER. During this 20 year period, the HOMEBUYER must maintain the home as his/her **principal place of residence** at all times. During this time the recapture restriction is effective and requires all HOME funds that were provided for the purchase of the home to be repaid to the City, including principal, interest, late fees, and other charges, if you do not occupy the property as your principal residence or if you sell or transfer the property.

Maximum Sales Price

The property may not have a purchase price for the type of single family housing that exceeds 95% of the median purchase price for the area. It has been verified that the purchase price of the housing does not exceed 95 percent (95%) of the median purchase price of homes for the area, as set forth in 24 CFR Part 92.254(a).

The maximum purchase price is as follows for the Augusta Richmond County GA:

Unit #	FHA Limits Pre-Economic Stimulus Act- 2020	
	Existing Homes	New Homes
1 Unit	$ 157,000	$ 238,000
2 Unit	$ 201,000	$ 304,000
3 Unit	$ 243,000	$ 368,000
4 Unit	$ 301,000	$ 456,000
Unadjusted Median Value	$ 164,900	$ 250,000

Appraised property value

The AWARDEE certifies that a certified property appraiser has appraised the property that is the subject of this AGREEMENT at a value of $________.

Principal residence requirement

This agreement shall remain in force throughout the affordability period as long as the home remains the principal residence of the HOMEBUYER. Should the HOMEBUYER not maintain the home as his/her principal residence, or rent or sell the residence to another party, the HOMEBUYER will be in breach of this agreement and will be required to repay the amount awarded, as of the day the home is no longer the principal place of residence of the HOMEBUYER. If the home is sold to another party, the liability of the HOMEBUYER will be limited to the amount of the net proceeds of the sale as set forth below.

________*Buyer Initials*

Recapture Agreement

This is a mechanism to recapture all or a portion of the direct HOME subsidy if the HOME recipient decide to sell the house within the affordability period at whatever price the market will bear. The recaptured funds will come from the net proceeds if available. Any such repayment as required shall be made to the Lender no later than thirty (30) days following the action that require the repayment.

Obligation of Repayment

As security of Borrower's obligation of repayment, and subject to the terms and conditions of this Agreement, the Borrower grants, and the Lender shall and hereby does have, a lien on the real estate hereinafter described in the full amount necessary to satisfy said repayment obligation and the cost, including reasonable attorney's fees, of collecting the same. The real estate subject to said lien is legally described as:

> **ALL THAT LOT OR PARCEL OF LAND,** situated, lying and being in the City of Augusta, Richmond County, Georgia bounded North by ______. South by ______________, East by ____________ and West by ___________. Parcel # _____________ Property recorded as _______________________,

Promptly after the date of any sale, transfer or other conveyance of the above describe property, or in the event of a sale by contract for deed, at least ten (10) days prior to the date of such sale; or if the property shall cease to be the Borrower's **principal place of residency**, the Borrower or his/her heirs, executors, or representatives shall give the lender notice thereof.

In the event the Borrower or his/her heirs, executors, or representatives shall fail or refuse to make a required payment within said limited period, the Lender may, with or without notice to the Borrower, foreclose said lien in the same manner as an action of the foreclosure or mortgages upon said real estate, as provided by State Statue.

Ownership of Property

You must hold fee simple title to the property purchased with HOME funds for the duration of your Forgiveness Loan.

Use of HOME funds

The HOMEBUYER agrees that the HOME assistance will be used to lower the cost of the home by providing down payment assistance. This will reduce the sales price of the home to the HOMEBUYER and reduce the total amount the HOMEBUYER will be required to borrow in order to purchase the home.

________*Buyer Initials*

Household Income

You must be an eligible household through the time of filing a loan application with the City or other lender to the escrow closing of the purchase transaction. Income eligibility means that your annual gross household income, adjusted for household size does not exceed eighty percent (80%) of the Augusta-Aiken median income, as established by HUD.

Insurance requirement

The HOMEBUYER must at all times during the duration of this AGREEMENT maintain a valid and current insurance policy on the home for the current appraised or assessed value of the home. Failure to maintain a valid and current insurance policy will be considered a breach of this AGREEMENT, and the AWARDEE will have the right to foreclose on its mortgage lien if necessary to protect the HOME Program investment.

Property standards

Pursuant to HOME Program rules, the property that is the subject of this AGREEMENT must meet all State and local housing quality standards and code requirements. If no such standards or codes apply, the property must at a minimum meet the HUD Section 8 Housing Quality Standards/Uniform Physical Condition Standards.

Termination Clause

In the event of foreclosure or deed in lieu of foreclosure of Prior Security Deed, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restriction.

Further, if any Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Lender has been given written notice of a default under the Prior Security Deed and (ii) the Lender shall not have curved the default under the Prior Security Deed within the 30-day notice sent to the Lender."

This Agreement shall run with the aforementioned real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

If at any time that the City realizes that you have falsified any documentation or information, you may be required by law to pay the full amount of subsidy provided.

________*Buyer Initials*

Post Purchase Requirement

Homeowner must attend a Post Homeownership Counseling class and submit a certificate of completion to AHCD within the first two years of purchasing the house. AHCD will not release the lien on the property until this requirement has been met.

_______*Buyer Initials*

IN WITNESS WHEREOF, the Borrower has executed this Forgiveness Loan Repayment Agreement.

____ Date____________________________
HOMEBUYER SIGNATURE

Attest:

Subscribed and sworn to before me __________________________________, 20____.

My Commission Expires _______________________________________, 20____.

____
Notary Signature

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

ATTEST: AUGUSTA, GEORGIA
(The City)

Approved as to form: __________________________ Date:_________________
Augusta, GA Law Department

By: ____________________________________ Date: _________________
Hardie Davis
As Mayor

By: ____________________________________ Date: _________________
Odie Donald II
Administrator

By: ____________________________________ Date:_________________
Hawthorne Welcher, Jr.
As Director, HCD

SEAL

____
Lena Bonner
As its Clerk

Administrative Services Committee Meeting
2/23/2021 1:10 PM
HCD_Laney Walker/Bethlehem Brokerage Service Firm Request

Department:	Housing and Community Development Department
Presenter:	Director Welcher and/or Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to procure two (2) Georgia Real Estate Brokerage Firms for the Laney Walker/ Bethlehem Project with an Agreement for a period of one (1) year.
Background:	The City of Augusta and the Augusta Housing and Community Development (HCD) is leading an initiative called the Laney-Walker/Bethlehem Neighborhood Revitalization Project. As a part of this project, many new homes are being built in the downtown area providing a new and innovative living experience for people of all socioeconomic statuses. These homes will provide housing for mixed income families/individuals and will include both single and multi-family homes. Some of the areas will include new retail space/job creation to encourage economic development as part of this focus area (historic Laney-Walker/Bethlehem area). This request involves the approval of Housing and Community Development (HCD) to solicit and procure, through the Augusta, GA Procurement Department, two (2) Georgia Real Estate Brokerage Firms to sell homes that are built or renovated through the Laney Walker/Bethlehem Neighborhood Revitalization Project.
Analysis:	The approval of Housing and Community Development Department (HCD) to solicit and procure two (2) Georgia Real Estate Brokerage Firms will increase marketability, awareness, and sales for affordable and workforce single- family homes in the Laney-Walker Bethlehem area.
Financial Impact:	HCD's Georgia Real Estate Brokerage Firms RFQ will be funded by Laney Walker/ Bethlehem Project Funds
Alternatives:	Do not approve HCD's Request.

Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to procure two (2) Georgia Real Estate Brokerage Firms for the Laney Walker/ Bethlehem Project with an Agreement for a period of one (1) year.
Funds are Available in the Following Accounts:	298-07-7343-5212999

<u>REVIEWED AND APPROVED BY</u>:

Finance.
Law.
Administrator.
Clerk of Commission

RFQ Item 21-XXX Brokerage Services
Due Date: Date

BACKGROUND:

The City of Augusta and the Augusta Housing and Community Development (HCD) is leading an initiative called the Laney-Walker/Bethlehem Neighborhood Revitalization Project. As a part of this project, many new homes are being built in the downtown area providing a new and innovative living experience for people of all incomes. These homes will provide housing for mixed income families/individuals, and will include both single-and mixed-use developments. Some of the areas will include new retail space and façade improvements to existing structures to encourage economic development. The purpose of this RFQ is to select (2) established Georgia Licensed Broker Real Estate firms who have active residential Homes Division to market and sell the homes that are built or renovated through this project. The selected Firm(s) will become a partner on this project, working with our developers, HCD staff and consultants, and various other partners.

The focus area is the Historic Laney-Walker / Bethlehem. There are nine (9) nodes of development and several infill lots, see *Exhibit A-Properties Available for Development*. As the redevelopment effort has grown, the need for spec homes has decreased as more sales are generated from pre-sales of available designs on ready-to-build lots. The department has a variety home plans that buyers can select from during the pre-sales process. There is also a list of approved developers for construction.

REQUEST FOR QUALIFICATION:

This Request for Qualification is organized into several sections. Each Firm should respond to each section in the order below. Each RFQ will be evaluated on their response to these sections.

BROKERAGE FIRM - MINIMUM QUALIFICATIONS:

The City is seeking (2) two licensed Georgia Real Estate Brokerage Firms (to be addressed as Firm going forward). The Firm will have local experience in Marketing and Selling Homes located within in-town neighborhoods that are either built as Spec Homes or as Pre-Sales. At a minimum, the Firm must have demonstrated the ability to successfully price, market and sell property in a redevelopment community similar to the Laney Walker/Bethlehem revitalization area. The Firm must be currently licensed in the State of Georgia. In addition, the firm must be an active member, or agree to become an active member, of the August Metro Chamber of Commerce and the Builder's Association of Metro Augusta. The firm must have practiced Real Estate Brokerage in Georgia actively for the past 2 consecutive years.

In responding to this Section, the responder will also include the following information about the Firm:

- **Contact information.** Name, address, and phone number of the firm.
- **Form of organization.** Whether Firm is a partnership, corporation, or sole proprietorship, where it is organized, and the names of principals, officers, and directors of the firm.
- **Validation of Real Estate Brokerage License in the State of Georgia**
- **Key personnel.** Names of key personnel, their respective titles, experience, and periods of service with the firm.
- **Project list and References.** Provide list of ten homes marketed/listed over the past 5 years; include the address, number of houses to be built, number sold to date, price range and a reference for each.

HOMES DIVISION – MINIMUM QUALIFICATIONS:

1. Validate that a contract within the Homes Division shall contain the following services as a minimum:
    a. Defining target market;
    b. Pricing of homes;
    c. Developing sales literature to include pricing, features, standard options and upgrades;
    d. Working knowledge of construction drawings;
    e. Developing logos and bylines;
    f. Branding the product that focuses on features, location and market
    g. Creation of 1-2 page website;
    h. Social media marketing;
    i. Media planning and buying;
    j. Event planning; Open House; Tour of Homes
    k. Public relations through various employers, civic groups and through the Firms Relocation Department;
    l. Marketing research on Augusta and buyers;
    m. Providing feedback and recommendations how to improve the product;
    n. Tools in place to provide as needed metrics on sales and days on market
    o. HOA covenant, policies and procedure generation;
2. The Firm must have experience working with the various project stakeholders: developers (for profit and non-profit), architects, marketing staff, lenders, and civic entities. As part of this partnership, the selected Firm must have in place existing tracking programs for tracking sales and providing metrics on an as needed basis and a process for managing meetings with the Home Division Staff (if applicable) and Developer to review status and make recommendations for changes to improve sales process;
3. The Firm will provide as a minimum, one licensed Georgia Real Estate Agent who will be the primary staff for the Laney-Walker Bethlehem Project. The primary agent will have the following minimum requirements: Sold at least 8 New Construction Homes in the period of 2015–2020. Demonstrated familiarity with demographics of target area residents and development/improvements forthcoming;
4. The selected Firm will be responsible for marketing materials on all development node projects. This investment will include sales literature, signage, media outlets, marketing events, web page design and management, and other material deemed necessary by the selected Firm;
5. The Firm is a current and active member of the Multiple Listing Service (MLS).

SCOPE OF WORK:

The selected Firm will sign a one-year commitment, with an optional annual renewal at the option of the City of Augusta, with the Firm to provide Broker Services to market and sell spec homes and pre-sales in the Laney-Walker/Bethlehem revitalization project area. The Scope of Services will include the following as a minimum:

DEFINITION OF TARGET MARKET/PRICING

- Definition of Target Market (age, income, household size, etc.)
- Pricing of Homes (baseline with features and upgrades)
- Impediments to client pool (school district, credit challenges, etc.)

DESIGN OF MARKETING/SALES STRATEGY:

- Design and Implementation of various street signage at each lot and various locations in downtown area
- Homes for Sale and floor plans for immediate access to information: http://appweb2.augustaga.gov/HCDHousing/
- Create Sales Brochures (brochure and features)
- Input active listing into MLS
- Recommendation of preferred lenders and mortgage products
- Recommend agent commission strategy for both buyer and seller
- Recommendation of Buyer Incentives (down payment assistance, builder incentives)
- Active Marketing in local print/media as deemed appropriate (real estate publications and radio)
- Create visual tours of spec homes and also model home
- Hold open houses at model home

- Hold open house events
- Hold events at various venues such as career fairs and First Friday to market homes
- Utilize social networking sites such as Facebook to market homes and provide links to website
- Prepare and send news releases about events and homes

SITUATION ANALYSIS – FIRMS UNDERSTANDING OF CHALLENGES AND OPPORTUNTIES:

As the Firm approaches a sales strategy for the Laney-Walker/Bethlehem area, they will be faced with many unique situations. The sales strategy for the Laney-Walker/Bethlehem area must include both families and individuals who are below the Area Median Income and those that are above. The process to build mixed-income communities is challenging and will require experience in working with a wide range of prospective purchasers. The Firm should demonstrate successful experience in marketing and selling properties located in neighborhoods similar to the Laney-Walker/Bethlehem community and be familiar with the Fair Housing Laws and Regulations.

EVALUATION CRITERIA:

QUALIFICATION REQUIREMENTS:

Your Firm will be evaluated on the basis of how well your Firm meets the criteria outlined below including general and specific selection criteria. Please submit your qualifications in a concise written tabulated format indexed and organized in order by the following sections. You may include associated material in attachments that are referenced in each section in order to keep the written sections more clear and concise.

Each submittal must include the following sections:

1. **Firm Experience** – 20 **Points**
   This section should clearly validate the capability of the firm to perform the work based on Minimum Firm Requirements stated in this RFQ, including experience working in communities similar to the Laney Walker/Bethlehem neighborhood. The first part of this section should include an overview of the Brokerage Firm and validate its ability to operate a brokerage firm in Georgia. This section should include the size of the firm, financial data to support its position the Real Estate Market, the date the firm was established, number of employees, and a brief definition of services offered by the firm and how these services and products support their clients. The remainder of this section should address how the Firm meets the Minimum Firm Requirements. This section should be no longer than three pages.

2. **New Homes Case Study – 20 Points**
   Identify one of the Firm's active New Home properties which the Firm is actively selling, or have actively sold within the past 3 years, that represents an effort similar to the services that the firm would provide for the Laney-Walker/Bethlehem Project, in particular the Twiggs Circle project. Please include in this case study, contact information for a reference, the price of the homes, the number of homes sold (distinguish between the number of homes listed, the number sold by the firm, and how many were spec and pre-sales). Include sample of pricing, brochures and any related marketing materials. It is recommended that the Case Study include a subdivision(s) where units are priced from $80,000 to $200,000. Collateral information may be included as an attachment. This section should describe how the Firm marketed the property and the results. The Firm can address how they implemented any of the topics on this project that are stated in the Scope of Services. This section should be no more than three pages in length.

3. **Strategic Approach to Laney Walker Bethlehem – 20 Points:**
   Describe a Marketing/Sales approach for Laney Walker-Bethlehem that illustrates, what activities the Firm would employ to develop an effective sales campaign (include creative work with brief descriptions, if any). The top qualifiers from the RFQ will present this strategy during a one-hour presentation to the RFQ Review team. This section should be no more than five pages and can include potential marketing collateral in an attachment.

4. **Short Bio's of Additional Staff – 10 Points**
   This section should include a description of additional staff that is relevant to this project, such as Homes Division (if applicable) staff, Relocation Staff, Brokers, Administration and Marketing Personnel.

The city recognizes that it takes a team to operate a brokerage firm and that they all play an important role in listing and selling a home. This section should reference any other staff members that will make this effort successful. This section may include an organizational chart and include necessary biographies in an attachment.

5. **Understanding of Situation – 20 points**

In order to select a Firm, the review team must be confident that the selected Brokerage Firm understands the challenges of selling to different types of buyers and HCD as seller in an Urban Area. In this section, explain how the Firm understands the challenges of selling in the Augusta Urban area and how they will balance the challenges with the opportunities of selling a new and innovative product in this market. In this section, address how your Firms experience will support the selling of homes to two distinctly different markets: those below the median area income and those above. A chart has been included to illustrate these income levels. Please include references to similar projects your Firm has worked on. This section should reinforce the Firm's ability to sell a variety of real estate products to different target markets. Most importantly, it is the Firm's opportunity to discuss how they will partner with the City to support the revitalization of downtown Augusta. This section should contain no more than two pages.

6. **Proximity to Augusta – 10 points**

SCORING:

In general, HCD will be seeking a firm that can provide the following:

1. Highly qualified team members able to commit the adequate amount of time to the project.
2. Demonstrated examples of successful campaigns coupled with a demonstrated knowledge and experience in developing branded integrated marketing communications strategies.
3. Demonstrated examples of effective creative and communication plans

The more specific the firm can be in describing the above listed responsibilities the higher the response will be scored. A Selection Committee will review all responses in accordance with the Evaluation Criteria outlined here-in and make a final selection. All submissions must conform to this RFQ. The Selection Committee reserves the right to require interviews of the Respondents if it is determined to be in the best interest of HCD.

The submission will be evaluated based on organization, completeness, and sufficiency of information requested throughout the submission. The factors for award directly correspond to the RFQ requirements and they are listed below as prioritized by point value:

Factors for Award	**Points**	
1. Firm Experience	20	
2. New Homes Case Study	20	
3. Strategic Approach to LWB Nodes	20	
4. Short Bio's of Additional Staff	10	
5. Understanding of Situation	20	
6. Proximity to Augusta –	10	
Within Augusta Richmond County		10 points
Within the CSRA		6 points
Within Georgia		4 points
Within SE United States (includes AL, TN, NC, SC, FL)		2 points
All Others		1 point
Maximum Possible Score	**100**	

Exhibit A: Properties Available for Development

No.	ADDRESS	STREET NAME	Map & Parcel #	Size/ Acreage
1	1	ASH ST	059-4-147-01-0	0.07
2	3	ASH ST	059-4-147-00-0	0.07
3	22	ASH ST	059-4-083-00-0	0.14
4	29	ASH ST	059-4-036-00-0	0.11
5	907	BARNES ST	046-4-116-00-0	0.04
6	918	BOYD LN	059-2-763-00-0	0.07
7	922	BOYD LN	059-2-762-00-0	0.07
8	924	BOYD LN	059-2-761-00-0	0.15
9	930	BOYD LN	059-2-760-00-0	0.07
10	932	BOYD LN	059-2-759-00-0	0.07
11	936	BOYD LN	059-2-758-00-0	0.07
12	938	BOYD LN	059-2-757-00-0	0.07
13	945	BOYD LN	059-2-710-00-0	0.03
14	1428	BROWN ST	046-3-227-00-0	0.11
15	1438	BROWN ST	046-3-172-00-0	0.15
16	1464	BROWN ST	045-4-180-00-0	0.14
17	1465	BROWN ST	046-3-166-00-0	0.15
18	1467	BROWN ST	045-4-171-00-0	0.15
19	1469	BROWN ST	045-4-170-00-0	0.49
20	946	CEDAR ST	059-2-285-00-0	0.13
21	1101	CEDAR ST	059-2-179-03-0	0.1
22	1103	CEDAR ST	059-2-174-01-0	0.11
23	1109	CEDAR ST	059-2-182-00-0	0.08
24	1110	CEDAR ST	059-2-187-00-0	0.09
25	1111	CEDAR ST	059-2-183-00-0	0.08
26	1113	CEDAR ST	059-2-184-00-0	0.05
27	1115	CEDAR ST	059-2-185-00-0	0.05
28	1117	CEDAR ST	059-1-074-00-0	0.04
29	1102	COLUMBUS LN	059-1-544-00-0	0.2
30	1359	CONKLIN AVE	059-1-229-00-0	0.45
31	1403	CONKLIN AVE	059-1-248-00-0	0.14
32	1110	DAVIDSON LN	059-2-681-00-0	0.08
33	1123	DAVIDSON LN	059-1-555-00-0	0.08
34	907	DUGAS ST	046-4-354-00-0	0.05
35	1108	DUGAS ST	046-4-406-00-0	0.11
36	1576 1/2	DUNNS LN	058-2-248-00-0	0.12
37	1578	DUNNS LN	058-2-249-00-0	0.12
38	1594	DUNNS LN	058-2-257-00-0	0.27
39	1244/1246	ELEVENTH ST	059-2-038-00-0	0.23
40	1249	ELEVENTH ST	059-2-024-00-0	0.07

41	1252.5	ELEVENTH ST	059-2-041-00-0	0.01
42	1305	ELEVENTH ST	059-2-176-00-0	0.13
43	1312	ELEVENTH ST	059-2-203-00-0	0.14
44	1315	ELEVENTH ST	059-2-178-01-0	0.08
45	1327	ELEVENTH ST	059-2-193-00-0	0.11
46	1341	ELEVENTH ST	059-2-196-00-0	0.22
47	1352	ELEVENTH ST	059-2-534-00-0	0.05
48	1354	ELEVENTH ST	059-2-533-01-0	0.05
49	1356	ELEVENTH ST	059-2-533-00-0	0.05
50	1144	FLORENCE ST	059-1-068-00-0	0.08
51	1432	FOREST ST	059-1-421-00-0	0.11
52	1639	FOREST ST	059-3-132-00-0	0.04
53	901	GORDON ST	059-4-022-02-0	0.24
54	915	GORDON ST	059-4-022-00-0	0.23
55	918	GORDON ST	059-4-004-00-0	0.06
56	44	GREGG ST	059-3-479-00-0	0.07
57	1228	HOLLEY ST	046-3-193-00-0	0.12
58	1228.5	HOLLEY ST	046-3-194-00-0	0.04
59	1230	HOLLEY ST	046-3-195-00-0	0.17
60	1236	HOLLEY ST	046-3-196-00-0	0.17
61	960	HOPKINS ST	046-4-656-00-0	0.09
62	819	JAMES BROWN BLVD	046-4-118-00-0	0.12
63	1212	JAMES BROWN BLVD	059-2-356-00-0	0.11
64	1216	JAMES BROWN BLVD	059-2-355-00-0	0.08
65	1220	JAMES BROWN BLVD	059-2-354-00-0	0.03
66	1317	JAMES BROWN BLVD	059-2-266-00-0	0.09
67	1321	JAMES BROWN BLVD	059-2-267-00-0	0.09
68	1331	JAMES BROWN BLVD	059-2-302-00-0	0.07
69	848	LANEY WALKER BLVD	059-2-321-00-0	0.12
70	850	LANEY WALKER BLVD	059-2-320-00-0	0.15
71	865	LANEY WALKER BLVD	059-2-104-00-0	0.07
72	1016	LANEY WALKER BLVD	046-4-766-00-0	0.08
73	1426	LEE BEARD WAY	058-2-033-00-0	0.09
74	1518	MAPLE ST	059-4-137-00-0	0.05
75	1522	MAPLE ST	059-4-138-00-0	0.09
76	400	McQUEEN CT	059-4-218-00-0	0.12
77	405	McQUEEN CT	059-4-227-00-0	0.05
78	406	McQUEEN CT	059-4-219-00-0	0.09
79	410	McQUEEN CT	059-4-220-00-0	0.09
80	413	McQUEEN CT	059-4-225-00-0	0.12
81	414	McQUEEN CT	059-4-221-00-0	0.10
82	418	McQUEEN CT	059-4-222-00-0	0.10
83	419	McQUEEN CT	059-4-224-00-0	0.13
84	422	McQUEEN CT	059-4-223-00-0	0.12
85	426	McQUEEN CT	059-4-226-00-0	0.13
86	18	NICHOLAS ST	059-4-042-00-0	0.08
87	20	NICHOLAS ST	059-4-043-00-0	0.08
88	22	NICHOLAS ST	059-4-044-00-0	0.08

89	24	NICHOLAS ST	059-2-813-00-0	0.09
90	26	NICHOLAS ST	059-2-885-00-0	0.23
91	699	OLLIE RD	083-1-064-00-0	
92	908	PARKS AVE	059-2-797-00-0	0.12
93	912	PARKS AVE	059-2-796-00-0	0.07
94	914	PARKS AVE	059-2-795-00-0	0.07
95	915	PARKS AVE	059-2-772-00-0	0.07
96	918	PARKS AVE	059-2-794-00-0	0.07
97	922	PARKS AVE	059-2-792-00-0	0.07
98	906	PERRY AVE	059-2-549-00-0	0.14
99	1109	PERRY AVE	059-1-082-00-0	0.16
100	1212	PERRY AVE	059-1-147-00-0	0.14
101	1213	PERRY AVE	059-1-049-00-0	0.14
102	1214	PERRY AVE	059-1-148-00-0	0.14
103	1215	PERRY AVE	059-1-048-00-0	0.14
104	1216	PERRY AVE	059-1-149-00-0	0.14
105	1218	PERRY AVE	059-1-150-00-0	0.14
106	1219	PERRY AVE	059-1-047-00-0	0.14
107	1222	PERRY AVE	059-1-152-00-0	0.14
108	1225	PERRY AVE	059-1-046-00-0	0.14
109	1423	PICQUET AVE	059-2-679-00-0	0.04
110	1423.5	PICQUET AVE	059-2-678-00-0	0.08
111	1425	PICQUET AVE	059-2-680-00-0	0.04
112	1433	PICQUET AVE	059-2-686-00-0	0.05
113	1437	PICQUET AVE	059-2-687-00-0	0.04
114	1512	PICQUET AVE	059-2-802-00-0	0.1
115	1514	PICQUET AVE	059-2-803-00-0	0.09
116	1516	PICQUET AVE	059-2-804-00-0	0.09
117	1518	PICQUET AVE	059-4-001-00-0	0.09
118	1520	PICQUET AVE	059-4-002-00-0	0.09
119	1530	PICQUET AVE	059-4-005-00-0	0.14
120	1563	PICQUET AVE	059-3-363-00-0	0.09
121	1227	PINE ST	059-2-018-00-0	0.1
122	901	ROBIN LANE	059-4-027-00-0	0.12
123	902	ROBIN LANE	059-4-026-00-0	0.2
124	903	ROBIN LANE	059-4-029-00-0	0.11
125	907	ROBIN LANE	059-2-799-00-0	0.11
126	909	ROBIN LANE	059-2-800-00-0	0.08
127	911	ROBIN LANE	059-2-801-00-0	0.1
128	811	SEVENTH ST	047-3-258-00-0	0.09
129	815	SEVENTH ST	047-3-257-00-0	0.13
130	821	SEVENTH ST	047-3-256-00-0	0.17
131	831	SPRUCE ST	059-2-349-00-0	0.13
132	839	SPRUCE ST	059-2-351-00-0	0.13
133	841	SPRUCE ST	059-2-352-00-0	0.21
134	847	SPRUCE ST	059-2-353-00-0	0.04
135	948	SPRUCE ST	059-2-229-00-0	0.24
136	1006	TENTH ST	046-4-321-00-0	0.11

137	1222	TENTH ST	059-2-227-00-0	0.11
138	1231	TENTH ST	059-2-055-00-0	0.04
139	1237	TENTH ST	059-2-052-00-0	0.04
140	1370	TENTH ST	059-2-575-00-0	0.07
141	1382	TENTH ST	059-2-572-00-0	0.09
142	1320	THIRTEENTH ST	059-1-126-00-0	0.22
143	913	TWELFTH ST	046-4-027-00-0	0.08
144	1224	TWELFTH ST	046-4-739-00-0	0.2
145	1228	TWELFTH ST	046-4-740-00-0	0.22
146	1241	TWELFTH ST	059-1-014-00-0	0.09
147	1243	TWELFTH ST	059-1-013-00-0	0.11
148	1245	TWELFTH ST	059-1-012-00-0	0.23
149	1249	TWELFTH ST	059-1-011-00-0	0.12
150	1251	TWELFTH ST	059-1-010-00-0	0.12
151	1257	TWELFTH ST	059-1-009-00-0	0.23
152	1307	TWELFTH ST	059-1-057-00-0	0.16
153	1342	TWELFTH ST	059-1-154-00-0	0.06
154	1344	TWELFTH ST	059-1-155-00-0	0.14
155	1350	TWELFTH ST	059-1-159-00-0	0.13
156	1410	TWIGGS ST	059-2-816-00-0	0.91
157	*1420	TWIGGS ST	059-2-812-00-0	0.14
158	1439	TWIGGS ST	059-2-768-00-0	0.22
159	1505	TWIGGS ST	059-4-030-00-0	0.08
160	1508	TWIGGS ST	059-4-087-00-0	0.12
161	1511	TWIGGS ST	059-4-028-00-0	0.15
162	1512	TWIGGS ST	059-4-089-00-0	0.14
163	1518	TWIGGS ST	059-4-090-00-0	0.27
164	1519	TWIGGS ST	059-4-025-00-0	0.3
165	1523	TWIGGS ST	059-4-024-00-0	0.13
166	1527	TWIGGS ST	059-4-023-00-0	0.08
167	1528	TWIGGS ST	059-4-093-00-0	0.2
168	1533	TWIGGS ST	059-4-021-00-0	0.29
169	1534	TWIGGS ST	059-4-095-00-0	0.07
170	1536	TWIGGS ST	059-4-096-00-0	0.07
171	1546	TWIGGS ST	059-4-069-00-0	0.13
172	1556	TWIGGS ST	059-4-065-00-0	0.14
173	944	WRIGHTSBORO RD	059-2-696-00-0	0.19
174	1104	WRIGHTSBORO RD	059-2-670-00-0	0.15
175	1334	WRIGHTSBORO RD	059-1-291-00-0	0.27
176	1340	WRIGHTSBORO RD	059-1-293-00-0	0.17
177	1355	WRIGHTSBORO RD	059-1-093-00-0	0.14
178	1366	WRIGHTSBORO RD	059-1-246-00-0	0.09
179	1374	WRIGHTSBORO RD	059-1-250-00-0	0.12
180	1412	WRIGHTSBORO RD	059-1-184-00-0	0.13
181	1415	WRIGHTSBORO RD	046-3-217-00-0	0.15
182	1491	WRIGHTSBORO RD	045-4-198-00-0	0.14
183	1495	WRIGHTSBORO RD	045-4-200-00-0	0.04
184	1497	WRIGHTSBORO RD	045-4-201-00-0	0.03

185	1499	WRIGHTSBORO RD	045-4-201-01-0	0.04

Administrative Services Committee Meeting
2/23/2021 1:10 PM
HCD_Seeds for Life Program- Award 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 provide funding for (10) ten business owners via the Seeds for Life Program, to assist them in sustaining and growing their business. The following Seeds for Life recipients are listed below. Each recipient will receive a grant funding amount of $10,000.00:

1. Jaruwan Charintranont (Sweet Moments Café)
2. Frederick Gibbons (Soultry Sounds Auto Sales, LLC)
3. Carol Jackson (Carol's Hair Care)
4. Sheila Johnson (Kenise's Tax & Business Services, LLC)
5. Donjinia Moore (CM Moore In-Home Tutoring Services, LLC)
6. DeWayne Pearson (Ikonz Sportsbar & Grill)
7. Vivian Ross (Elephant in the Room Counseling Services, LLC)
8. LaTanya Thurmond (Mending Lives, LLC)
9. Pedro Vendrell (Vendrell and Sons, LLC)
10. Ernesia Wright (Georgia Soul/Georgia Pro-Basketball Soul)

Background: Housing and Community Development (HCD) has established, as part of HCD's full Economic Development Program, a micro-grant program for small businesses, known as Seeds for life. The program is designed to stimulate economic growth and create or expand employment opportunities that will improve the economic conditions of residents in the local community. This program is funded through entitlement allocation dollars from the United States Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG). This round of Seeds for Life funding involves allocations to (10) ten business owners via the Seeds for Life Program to assist them in sustaining and growing their business, along with, affecting the community with more economic stability.

Analysis:	The approval of their agreements will allow the (10) ten business owners to be awarded Seeds for Life funding for the advancement of their business.
Financial Impact:	Augusta, GA receives annual HUD CDBG allocations which fund the activities specified above. Funding amount - $10,000.00 each, totaling $100,000.00
Alternatives:	Do not approve HCDs Request.
Recommendation:	Motion to approve Housing and Community Development Department’s (HCD's) request to provide funding for (10) ten business owners in the Seeds for Life Program, to assist them in sustaining and growing their business. Seeds for Life funding assistance will have a continuing effect by impacting the economic health of our local residents through their ability to hire and/or retain employees, particularly those who are low and moderate income.
Funds are Available in the Following Accounts:	CDBG Funds: 221073211

<u>REVIEWED AND APPROVED BY</u>:

Finance.
Law.
Administrator.
Clerk of Commission

AGREEMENT
Between
AUGUSTA, GEORGIA
Through
HOUSING AND COMMUNITY DEVELOPMENT
And
AWARDEE
For
FISCAL YEAR 2020 SEEDS FOR LIFE PROGRAM-
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FROM
UNITED STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Agreement is made and entered into this __ day of_____**2021**, by and between Augusta, Georgia, by and through the Augusta-Richmond County Commission, as the Implementer of the Community Development Block Grant Program (hereinafter referred to as "Grantee"), and **AWARDEE** (hereinafter referred to as the "Sub-recipient").

WHEREAS, the Grantee 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 (HCD Act), Public Law 93-383; and WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds;

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 that 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 Grantee is desirous of disbursing the funds to the Sub-recipient for use in the Project. However, as administrator for the Program, the Grantee desires to obtain the assurance from the Sub-recipient 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 Sub-recipient.

ARTICLE III: PROJECT

The Grantee agrees to make available, through one lump sum draw down, to the Sub-recipient an amount not to exceed **Ten Thousand Dollars and 0/100 ($10,000.00)** (hereinafter the "Grant") to implement the following activities(s) through the following scope of services:

AWARDEE

This grant funding will directly assist **AWARDEE** with the **TEN THOUSAND DOLLARS AND 00/100 ($10,000.00).**

AWARDEE is a new company that targets the Central Savannah River Area. The owner, NAME, wishes to provide passionate family support services to families and individuals in need. AWARDEE has a Master's in Public Administration and a Bachelor's in Science for Criminal Justice Administration. AWARDEE possesses progressive family planning, leadership, trauma informed and evidence-based practices, and management experience to assist families.

In addition to the scope of services, **AWARDEE** will create one (1) FTE permanent job or two (2) PT jobs in order to comply with the necessary national objective of job creation (24 CFR §570.208(a)(4)). **AWARDEE** agrees to be monitored on site annually and provide quarterly financial and employment reports that will assist the grantee in ensuring that the created jobs are held by low to moderate-income employees. In addition, the sub-recipient will provide the attached report monthly to ensure compliance.

A. Budget

Line Item	Amount
Provision of Assistance	**$10,000.00**

This funding shall carry a one (1) year review period, beginning upon the execution of this contract by all parties. Based on the 1-year review period, this grant will be reviewed effective **March 15, 2021, or the latest signature date on the agreement.**

Sub recipient agrees to provide reporting information and supporting documentation to show the Creation or Retention of 1 Full-Time Equivalent (FTE) position for an employee that meet's HUD's definition of low to moderate income, based on household size. This reporting requirement shall be in effect in two stages, as follows:

1. Within 30 days of receiving fully executed Agreement from Grantee; and
2. Upon the 1-Year anniversary of the receipt of funding assistance.

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

Any amendments to these terms must be in writing and approved by the Grantee's Director of Housing and Community Development and the Augusta, Georgia Commission.

ARTICLE IV: NOTICES

Sub-recipient and the Grantee 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:	City of Augusta, Georgia Attention: Hardie Davis, Jr., Mayor 535 Telfair Street Augusta, GA 30901
With copy to:	City of Augusta, Georgia Attention: Hawthorne E. Welcher, Jr., Director Housing and Community Development 510 Fenwick Street Augusta, GA 30901
If to Sub Recipients:	**Name** **AWARDEE** **Address** **Augusta, GA.**

ARTICLE V: GENERAL CONDITIONS

A. General Compliance

The Sub-recipient 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 Sub-recipient does not assume the Grantee's environmental responsibilities and (2) the Sub-recipient does not assume the Grantee's responsibility for initiating the review process. The Sub-recipient also agrees to comply with all other applicable Federal state and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-recipient 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 Sub-recipient shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an Independent Contractor.

C. Hold Harmless

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

D. Workers' Compensation

The Sub-recipient 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 Sub-recipient 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. Grantee's Recognition

The Sub-recipient shall insure recognition of the role of the Grantee 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 Sub-recipient 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 Grantee or Sub-recipient 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 Grantee or Sub-recipient from its obligations under this Agreement.

2. It is further understood that the Grantee is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-recipient. In the event that the Grantee approves any modification, amendment, or alteration to the funding allocation, the Sub-recipient 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 Sub-recipient will submit to the Grantee 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 Sub-recipient'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 Grantee 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 Grantee and Sub-recipient.

6. It is further understood that the Sub-recipient 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 Grantee may suspend or terminate this Agreement if the Sub-recipient 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 statues, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
b) Failure, for any reason, of the Sub-recipient 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 Sub-recipient to the Grantee 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 Grantee or the Sub-recipient, 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 Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

ARTICLE VI: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Super Circulars 2 CFR 200, specifically A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” **if applicable**. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

a) Sub-recipient gives the Grantee, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

b) Sub-recipient agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the Grantee under this Agreement.

c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-recipient shall comply with any conditions and timetables set forth in this Agreement.

In the event the Sub-recipient does not comply with the conditions and timetables, or if the Sub-recipient ceases to exist or provide the services for which the Grant was made, the Sub-recipient will not carry out another CDBG eligible project, the Sub-recipient shall be in default. In the event of default, the Grantee may exercise any rights or remedies provided in this Agreement.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, which are pertinent to the activities to be funded under this Agreement. As applicable to the project, such records shall include, but not be limited to:

a) Records providing a full description of each activity undertaken;
b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program:
c) Records required to determine the eligibility of activities;
d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Employment Data

The Sub-recipient shall maintain employment data demonstrating employee eligibility for services provided in creating or retaining employment opportunities for low and moderate-income citizens of Augusta, Georgia. Such data shall include, but not be limited to, employee name, address, income level or other basis for determining eligibility, and description of period of employment. Such information shall be made available to Grantee monitors or their designees for review upon request during the term of this Agreement.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited by unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments and disposing of program assets. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the Agreement period shall be returned to the Grantee, and the Grantee may in its discretion reprogram the funds to another CDBG eligible project.

6. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133, if applicable. If Sub-recipient does not expend $500,000 in Federal funds within the fiscal year, then a financial statement audit shall be submitted to Grantee.

C. Reporting and Payment Procedures

The Sub-recipient shall provide reports and financial statements on a quarterly basis as stipulated in Exhibit A of this document.

The grant amount will be funded once all paperwork has been signed, fully executed, and recorded with the necessary entities. This includes but is not limited to this agreement, the Job Creation / Retention Report, and completion of the required Technical Assistance course completion certificate provided by the sub recipient.

One lump sum draw down will be provided to the applicant to satisfy the loan.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the Grantee deems appropriate.

3. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be:

   a) Transferred to the Grantee for the CDBG program, or
   b) Retained after compensating the Grantee for an amount equal to the current fair market.

ARTICLE VII: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

a) The Sub-recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 19968 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 Sub-recipient 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 Sub-recipient 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.

2. Nondiscrimination

The Sub-recipient 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.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. President's Executive Order 11246

1. Approved Plan

The Sub-recipient 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 Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Access to Records

The Sub-recipient shall furnish and cause each of its own Sub-recipients 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 Sub-recipient 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 Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Subcontract Provisions

The Sub-recipient 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 Sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient 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 Grantee 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 Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient 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. <u>“Section 3” Clause</u>

a) <u>Compliance</u>

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 Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

b) Notifications

The Sub-recipient 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 Sub-recipient 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 Sub-recipient 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.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee 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.

E. Hatch Act

The Sub-recipient 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.

F. Conflict of Interest

The Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient, or any designated public agency.

G. Lobbying

The Sub-recipient 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 Sub-recipients 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.

H. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee 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.

I. Religious Activities

The Sub-recipient 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 IX: 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 X: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI: WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee 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: ______________________________ Date: ___________________________
Hardie Davis, Jr.
As Its Mayor

By: _______________________________ Date: ____________________________
Hawthorne Welcher, Jr., Director
Housing & Community Development Department

Approved As To Form By: _______________________________ Date: ___________________________
Augusta, GA Law Department

S E A L

____
Lena J. Bonner
Clerk of Commission

ATTEST: AWARDEE
SUBRECIPIENT

By: ____________________________________ Date: ___________________________
AWARDEE

SEAL

EXHIBIT “A”
SUB-RECIPIENT ACKNOWLEDGEMENT

“Sub-recipient 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, Sub-recipient is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Sub-recipient'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 Sub-recipient may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Sub-recipient agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Sub-recipient 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 Sub-recipient. Sub-recipient 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 Committee Meeting
2/23/2021 1:10 PM
Minutes

Department:	
Presenter:	
Caption:	Motion to approve the minutes of the Administrative Services Committee held on February 9, 20221.
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

REVIEWED AND APPROVED BY:

Augusta
GEORGIA

Administrative Services Committee Meeting Virtual/Teleconference - 2/9/2021

ATTENDANCE:

Present: Hons. Hasan, Chairman; Scott, Vice Chairman; B. Williams, member.
Absent: Hons. Hardie Davis, Jr., Mayor; Frantom, member.

ADMINISTRATIVE SERVICES

1. Motion to approve the purchase of three pickup trucks, at a total cost of $79,476; $54,820 to Wade Ford for Environmental Services and $27,410 to Allan Vigil Ford for Utilities (Bid 20-265).

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

2. Adopt the final ADA Transition Plan Update.

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

3. Motion to approve one (1) Emergency Rehabilitation project.

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

4. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding for architectural drawings for four (4) single-family homes within the Twiggs Street Corridor as part of the Laney Walker/Bethlehem Revitalization Project.

- Two (2) 1700 SF three (3) bedroom, two-story, single-family residences
- One (1) 1700 SF three (3) bedroom, one-story, single family residence
- One (1) 1900 SF four (4) bedroom, two-story, single-family residence

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

5. Motion to approve Housing and Community Development Department's (HCD's) subsidy request for down payment assistance to be used for one (1) single-family housing unit located at 918 Boyd Lane.

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

6. Motion to approve the minutes of the Administrative Services Committee held on March 10, 2020 and August 18, 2020.

Item Action: Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve				Passes

Motion to approve. Motion Passes 3-0.	Commissioner Bobby Williams	Commissioner Ben Hasan

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Item # 6

Administrative Services Committee Meeting
2/23/2021 1:10 PM
impact, feasibility federal and state eviction moratoriums for landlords

Department:	Mayor's Office
Presenter:	Mayor Hardie Davis, Jr.
Caption:	Discuss authorizing the Administrator, finance department, and other relevant departments to conduct a 30 day review of the impact, feasibility and cost of an up to 15 percent, FY 21, tax break to coincide with federal and state eviction moratoriums for landlords providing workforce and affordable housing. **(Deferred from the February 16, 2021 Commission Meeting; requested by Mayor Hardie Davis, Jr.)**
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

<u>REVIEWED AND APPROVED BY</u>:

BRIEFING ROOM

Executive Order on Tackling the Climate Crisis at Home and Abroad

JANUARY 27, 2021 • PRESIDENTIAL ACTIONS

The United States and the world face a profound climate crisis. We have a narrow moment to pursue action at home and abroad in order to avoid the most catastrophic impacts of that crisis and to seize the opportunity that tackling climate change presents. Domestic action must go hand in hand with United States international leadership, aimed at significantly enhancing global action. Together, we must listen to science and meet the moment.

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

PART I — PUTTING THE CLIMATE CRISIS AT THE CENTER OF UNITED STATES FOREIGN POLICY AND NATIONAL SECURITY

Section 101. Policy. United States international engagement to address climate change — which has become a climate crisis — is more necessary and urgent than ever. The scientific community has made clear that the scale and speed of necessary action is greater than previously believed. There is little time left to avoid setting the world on a dangerous, potentially catastrophic, climate trajectory. Responding to the climate crisis will require both significant short-term global reductions in greenhouse gas emissions and net-zero global emissions by mid-century or before.

It is the policy of my Administration that climate considerations shall be an essential element of United States foreign policy and national security. The United States will work with other countries and partners, both bilaterally and multilaterally, to put the world on a sustainable climate pathway. The United States will also move quickly to build resilience, both at home and abroad, against the impacts of climate change that are already manifest and will continue to intensify according to current trajectories.

Sec. 102. Purpose. This order builds on and reaffirms actions my Administration has already taken to place the climate crisis at the forefront of this Nation's foreign policy and national security planning, including submitting the United States instrument of acceptance to rejoin the Paris Agreement. In implementing — and building upon — the Paris Agreement's three overarching objectives (a safe global temperature, increased climate resilience, and financial flows aligned with a pathway toward low greenhouse gas emissions and climate-resilient development), the United States will exercise its leadership to promote a significant increase in global climate ambition to meet the climate challenge. In this regard:

(a) I will host an early Leaders' Climate Summit aimed at raising climate ambition and making a positive contribution to the 26th United Nations Climate Change Conference of the Parties (COP26) and beyond.

(b) The United States will reconvene the Major Economies Forum on Energy and Climate, beginning with the Leaders' Climate Summit. In cooperation with the members of that Forum, as well as with other partners as appropriate, the United States will pursue green recovery efforts, initiatives to advance the clean energy transition, sectoral decarbonization, and alignment of financial flows with the objectives of the Paris Agreement, including with respect to coal financing, nature-based solutions, and solutions to other climate-related challenges.

(c) I have created a new Presidentially appointed position, the Special Presidential Envoy for Climate, to elevate the issue of climate change and underscore the commitment my Administration will make toward addressing it.

(d) Recognizing that climate change affects a wide range of subjects, it will be a United States priority to press for enhanced climate ambition and integration of climate considerations across a wide range of international fora, including the Group of Seven (G7), the Group of Twenty (G20), and fora that address clean energy, aviation, shipping, the Arctic, the ocean, sustainable development, migration, and other relevant topics. The Special Presidential Envoy for Climate and others, as appropriate, are encouraged to promote innovative approaches, including international multi-stakeholder initiatives. In addition, my Administration will work in partnership with States, localities, Tribes, territories, and other United States stakeholders to advance United States climate diplomacy.

(e) The United States will immediately begin the process of developing its nationally determined contribution under the Paris Agreement. The process will include analysis and input from relevant executive departments and agencies (agencies), as well as appropriate outreach to domestic stakeholders. The United States will aim to submit its nationally determined contribution in advance of the Leaders' Climate Summit.

(f) The United States will also immediately begin to develop a climate finance plan, making strategic use of multilateral and bilateral channels and institutions, to assist developing countries in implementing ambitious emissions reduction measures, protecting critical ecosystems, building resilience against the impacts of climate change, and promoting the flow of capital toward climate-aligned investments and away from high-carbon investments. The Secretary of State and the Secretary of the Treasury, in coordination with the Special Presidential Envoy for Climate, shall lead a process to develop this plan, with the participation of the Administrator of the United States Agency for International Development (USAID), the Chief Executive Officer of the United States International Development Finance Corporation (DFC), the Chief Executive Officer of the Millennium Challenge Corporation, the Director of the United States Trade and Development Agency, the Director of the Office of Management and Budget, and the head of any other agency providing foreign assistance and development financing, as appropriate. The Secretary of State and the Secretary of the Treasury shall submit the plan to the President, through the Assistant to the President for National Security Affairs and the Assistant to the President for Economic Policy, within 90 days of the date of this order.

(g) The Secretary of the Treasury shall:

(i) ensure that the United States is present and engaged in relevant international fora and institutions that are working on the management of climate-related financial risks;

(ii) develop a strategy for how the voice and vote of the United States can be used in international financial institutions, including the World Bank Group and the International Monetary Fund, to promote financing programs, economic stimulus packages, and debt relief initiatives that are aligned with and support the goals of the Paris Agreement; and

(iii) develop, in collaboration with the Secretary of State, the Administrator of USAID, and the Chief Executive Officer of the DFC, a plan for promoting the protection of the Amazon rainforest and other critical ecosystems that serve as global carbon sinks, including through market-based mechanisms.

(h) The Secretary of State, the Secretary of the Treasury, and the Secretary of Energy shall work together and with the Export–Import Bank of the United States, the Chief Executive Officer of the DFC, and the heads of other agencies and partners, as appropriate, to identify steps through which the United States can promote ending international financing of carbon-intensive fossil fuel-based energy while simultaneously advancing sustainable development and a green recovery, in consultation with the Assistant to the President for National Security Affairs.

(i) The Secretary of Energy, in cooperation with the Secretary of State and the heads of other agencies, as appropriate, shall identify steps through which the United States can intensify international collaborations to drive innovation and deployment of clean energy technologies, which are critical for climate protection.

(j) The Secretary of State shall prepare, within 60 days of the date of this order, a transmittal package seeking the Senate's advice and consent to ratification of the Kigali Amendment to the Montreal Protocol on Substances that Deplete the Ozone Layer, regarding the phasedown of the production and consumption of hydrofluorocarbons.

Sec. 103. Prioritizing Climate in Foreign Policy and National Security. To ensure that climate change considerations are central to United States foreign policy and national security:

(a) Agencies that engage in extensive international work shall develop, in coordination with the Special Presidential Envoy for Climate, and submit to the President, through the Assistant to the President for National Security Affairs, within 90 days of the date of this order, strategies and implementation plans for integrating climate considerations into their international work, as appropriate and consistent with applicable law. These strategies and plans should include an assessment of:

(i) climate impacts relevant to broad agency strategies in particular countries or regions;

(ii) climate impacts on their agency-managed infrastructure abroad (e.g., embassies, military installations), without prejudice to existing requirements regarding assessment of such infrastructure;

(iii) how the agency intends to manage such impacts or incorporate risk mitigation into its installation master plans; and

(iv) how the agency's international work, including partner engagement, can contribute to addressing the climate crisis.

(b) The Director of National Intelligence shall prepare, within 120 days of the date of this order, a National Intelligence Estimate on the national and economic security impacts of climate change.

(c) The Secretary of Defense, in coordination with the Secretary of Commerce, through the Administrator of the National Oceanic and Atmospheric Administration, the Chair of the Council on Environmental Quality, the Administrator of the Environmental Protection Agency, the Director of National Intelligence, the Director of the Office of Science and Technology Policy, the Administrator of the National Aeronautics and Space Administration, and the heads of other agencies as appropriate, shall develop and submit to the President, within 120 days of the date of this order, an analysis of the security implications of climate change (Climate Risk Analysis) that can be incorporated into modeling, simulation, war-gaming, and other analyses.

(d) The Secretary of Defense and the Chairman of the Joint Chiefs of Staff shall consider the security implications of climate change, including any relevant information from the Climate Risk Analysis described in subsection (c) of this section, in developing the National Defense Strategy, Defense Planning Guidance, Chairman's Risk Assessment, and other relevant strategy, planning, and programming documents and processes. Starting in January 2022, the Secretary of Defense and the Chairman of the Joint Chiefs of Staff shall provide an annual update, through the National Security Council, on the progress made in incorporating the security implications of climate change into these documents and processes.

(e) The Secretary of Homeland Security shall consider the implications of climate change in the Arctic, along our Nation's borders, and to National Critical Functions, including any relevant information from the Climate Risk Analysis described in subsection (c) of this section, in developing relevant strategy, planning, and programming documents and processes. Starting in January 2022, the Secretary of Homeland Security shall provide an annual update, through the National Security Council, on the progress made in incorporating the homeland security implications of climate change into these documents and processes.

Sec. 104. Reinstatement. The Presidential Memorandum of September 21, 2016 (Climate Change and National Security), is hereby reinstated.

PART II — TAKING A GOVERNMENT-WIDE APPROACH TO THE CLIMATE CRISIS

Sec. 201. Policy. Even as our Nation emerges from profound public health and economic crises borne of a pandemic, we face a climate crisis that threatens our people and communities, public health and economy, and, starkly, our ability to live on planet Earth. Despite the peril that is already evident, there is promise in the solutions — opportunities to create well-paying union jobs to build a modern and sustainable infrastructure, deliver an equitable, clean energy future, and put the United States on a path to achieve net-zero emissions, economy-wide, by no later than 2050.

We must listen to science — and act. We must strengthen our clean air and water protections. We must hold polluters accountable for their actions. We must deliver environmental justice in communities all across America. The Federal Government must drive assessment, disclosure, and mitigation of climate pollution and climate-related risks in every sector of our economy, marshaling the creativity, courage, and capital necessary to make our Nation resilient in the face of this threat. Together, we must combat the climate crisis with bold, progressive action that combines the full capacity of the Federal Government with efforts from every corner of our Nation, every level of government, and every sector of our economy.

It is the policy of my Administration to organize and deploy the full capacity of its agencies to combat the climate crisis to implement a Government-wide approach that reduces climate pollution in every sector of the economy; increases resilience to the impacts of climate change; protects public health; conserves our lands, waters, and biodiversity; delivers environmental justice; and spurs well-paying union jobs and economic growth, especially through innovation, commercialization, and deployment of clean energy technologies and infrastructure. Successfully meeting these challenges will require the Federal Government to pursue such a coordinated approach from planning to implementation, coupled with substantive engagement by stakeholders, including State, local, and Tribal governments.

Sec. 202. White House Office of Domestic Climate Policy. There is hereby established the White House Office of Domestic Climate Policy (Climate Policy Office) within the Executive Office of the President, which shall coordinate the policy-making process with respect to domestic climate-policy issues; coordinate domestic climate-policy advice to the President; ensure that domestic climate-policy decisions and programs are consistent with the President's stated goals and that those goals are being effectively pursued; and monitor implementation of the President's domestic climate-policy agenda. The Climate Policy Office shall have a staff headed by the Assistant to the President and National Climate Advisor (National Climate Advisor) and shall include the Deputy Assistant to the President and Deputy National Climate Advisor. The Climate Policy Office shall have such staff and other assistance as may be necessary to carry out the provisions of this order, subject to the availability of appropriations, and may work with established or ad hoc committees or interagency groups. All agencies shall cooperate with the Climate Policy Office and provide such information, support, and assistance to the Climate Policy Office as it may request, as appropriate and consistent with applicable law.

Sec.203. National Climate Task Force. There is hereby established a National Climate Task Force (Task Force). The Task Force shall be chaired by the National Climate Advisor.

(a) Membership. The Task Force shall consist of the following additional members:

(i) the Secretary of the Treasury;

(ii) the Secretary of Defense;

(iii) the Attorney General;

(iv) the Secretary of the Interior;

(v) the Secretary of Agriculture;

(vi) the Secretary of Commerce;

(vii) the Secretary of Labor;

(viii) the Secretary of Health and Human Services;

(ix) the Secretary of Housing and Urban Development;

(x) the Secretary of Transportation;

(xi) the Secretary of Energy;

(xii) the Secretary of Homeland Security;

(xiii) the Administrator of General Services;

(xiv) the Chair of the Council on Environmental Quality;

(xv) the Administrator of the Environmental Protection Agency;

(xvi) the Director of the Office of Management and Budget;

(xvii) the Director of the Office of Science and Technology Policy;

(xviii) the Assistant to the President for Domestic Policy;

(xix) the Assistant to the President for National Security Affairs;

(xx) the Assistant to the President for Homeland Security and Counterterrorism; and

(xxi) the Assistant to the President for Economic Policy.

(b) Mission and Work. The Task Force shall facilitate the organization and deployment of a Government-wide approach to combat the climate crisis. This Task Force shall facilitate planning and implementation of key Federal actions to reduce climate pollution; increase resilience to the impacts of climate change; protect public health; conserve our lands, waters, oceans, and biodiversity; deliver environmental justice; and spur well-paying union jobs and economic growth. As necessary and appropriate, members of the Task Force will engage on these matters with State, local, Tribal, and territorial governments; workers and communities; and leaders across the various sectors of our economy.

(c) Prioritizing Actions. To the extent permitted by law, Task Force members shall prioritize action on climate change in their policy-making and budget processes, in their contracting and procurement, and in their engagement with State, local, Tribal, and territorial governments; workers and communities; and leaders across all the sectors of our economy.

USE OF THE FEDERAL GOVERNMENT'S BUYING POWER AND REAL PROPERTY AND ASSET MANAGEMENT

Sec. 204. Policy. It is the policy of my Administration to lead the Nation's effort to combat the climate crisis by example — specifically, by aligning the management of Federal procurement and real property, public lands and waters, and financial programs to support robust climate action. By providing an immediate, clear, and stable source of product demand, increased transparency and data, and robust standards for the market, my Administration will help to catalyze private sector investment into, and accelerate the advancement of America's industrial capacity to supply, domestic clean energy, buildings, vehicles, and other necessary products and materials.

Sec. 205. Federal Clean Electricity and Vehicle Procurement Strategy. (a) The Chair of the Council on Environmental Quality, the Administrator of General Services, and the Director of the Office and Management and Budget, in coordination with the Secretary of Commerce, the Secretary of Labor, the Secretary of Energy, and the heads of other relevant agencies, shall assist the National Climate Advisor, through the Task Force established in section 203 of this order, in developing a comprehensive plan to create good jobs and stimulate clean energy industries by revitalizing the Federal Government's sustainability efforts.

(b) The plan shall aim to use, as appropriate and consistent with applicable law, all available procurement authorities to achieve or facilitate:

(i) a carbon pollution-free electricity sector no later than 2035; and

(ii) clean and zero-emission vehicles for Federal, State, local, and Tribal government fleets, including vehicles of the United States Postal Service.

(c) If necessary, the plan shall recommend any additional legislation needed to accomplish these objectives.

(d) The plan shall also aim to ensure that the United States retains the union jobs integral to and involved in running and maintaining clean and zero-emission fleets, while spurring the creation of union jobs in the manufacture of those new vehicles. The plan shall be submitted to the Task Force within 90 days of the date of this order.

Sec. 206. Procurement Standards. Consistent with the Executive Order of January 25, 2021, entitled, "Ensuring the Future Is Made in All of America by All of America's Workers," agencies shall adhere to the requirements of the Made in America Laws in making clean energy, energy efficiency, and clean energy procurement decisions. Agencies shall, consistent with applicable law, apply and enforce the Davis-Bacon Act and prevailing wage and benefit requirements. The Secretary of Labor shall take steps to update prevailing wage requirements. The Chair of the Council on Environmental Quality shall consider additional administrative steps and guidance to assist the Federal Acquisition Regulatory Council in developing regulatory amendments to promote increased contractor attention on reduced carbon emission and Federal sustainability.

Sec. 207. Renewable Energy on Public Lands and in Offshore Waters. The Secretary of the Interior shall review siting and permitting processes on public lands and in offshore waters to identify to the Task Force steps that can be taken, consistent with applicable law, to increase renewable energy production on those lands and in those waters, with the goal of doubling offshore wind by 2030 while ensuring robust protection for our lands, waters, and biodiversity and creating good jobs. In conducting this review, the Secretary of the Interior shall consult, as appropriate, with the heads of relevant agencies, including the Secretary of Defense, the Secretary of Agriculture, the Secretary of Commerce, through the Administrator of the National Oceanic and Atmospheric Administration, the Secretary of Energy, the Chair of the Council on Environmental Quality, State and Tribal authorities, project developers, and other interested parties. The Secretary of the Interior shall engage with Tribal authorities regarding the development and management of renewable and conventional energy resources on Tribal lands.

Sec. 208. Oil and Natural Gas Development on Public Lands and in Offshore Waters. To the extent consistent with applicable law,the Secretary of the Interior shall pause new oil and natural gas leases on public lands or in offshore waters pending completion of a comprehensive review and reconsideration of Federal oil and gas permitting and leasing practices in light of the Secretary of the Interior's broad stewardship responsibilities over the public lands and in offshore waters, including potential climate and other impacts associated with oil and gas activities on public lands or in offshore waters. The Secretary of the Interior shall complete that review in consultation with the Secretary of Agriculture, the Secretary of Commerce, through the National Oceanic and Atmospheric Administration, and the Secretary of Energy. In conducting this analysis, and to the extent consistent with applicable law, the Secretary of the Interior shall consider whether to adjust royalties associated with coal, oil, and gas resources extracted from public lands and offshore waters, or take other appropriate action, to account for corresponding climate costs.

Sec. 209. Fossil Fuel Subsidies. The heads of agencies shall identify for the Director of the Office of Management and Budget and the National Climate Advisor any fossil fuel subsidies provided by their respective agencies, and then take steps to ensure that, to the extent consistent with applicable law, Federal funding is not directly subsidizing fossil fuels. The Director of the Office of Management and Budget shall seek, in coordination with the heads of agencies and the National Climate Advisor, to eliminate fossil fuel subsidies from the budget request for Fiscal Year 2022 and thereafter.

Sec. 210. Clean Energy in Financial Management. The heads of agencies shall identify opportunities for Federal funding to spur innovation, commercialization, and deployment of clean energy technologies and infrastructure for the Director of the Office of Management and Budget and the National Climate Advisor, and then take steps to ensure that, to the extent consistent with applicable law, Federal funding is used to spur innovation, commercialization, and deployment of clean energy technologies and infrastructure. The Director of the Office of Management and Budget, in coordination with agency heads and the National Climate Advisor, shall seek to prioritize such investments in the President's budget request for Fiscal Year 2022 and thereafter.

Sec. 211. Climate Action Plans and Data and Information Products to Improve Adaptation and Increase Resilience. (a) The head of each agency shall submit a draft action plan to the Task Force and the Federal Chief Sustainability Officer within 120 days of the date of this order that describes steps the agency can take with regard to its facilities and operations to bolster adaptation and increase resilience to the impacts of climate change. Action plans should, among other things, describe the agency's climate vulnerabilities and describe the agency's plan to use the power of procurement to increase the energy and water efficiency of United States Government installations, buildings, and facilities and ensure they are climate-ready. Agencies shall consider the feasibility of using the purchasing power of the Federal Government to drive innovation, and shall seek to increase the Federal Government's resilience against supply chain disruptions. Such disruptions put the Nation's manufacturing sector at risk, as well as consumer access to critical goods and services. Agencies shall make their action plans public, and post them on the agency website, to the extent consistent with applicable law.

(b) Within 30 days of an agency's submission of an action plan, the Federal Chief Sustainability Officer, in coordination with the Director of the Office of Management and Budget, shall review the plan to assess its consistency with the policy set forth in section 204 of this order and the priorities issued by the Office of Management and Budget.

(c) After submitting an initial action plan, the head of each agency shall submit to the Task Force and Federal Chief Sustainability Officer progress reports annually on the status of implementation efforts. Agencies shall make progress reports public and post them on the agency website, to the extent consistent with applicable law. The heads of agencies shall assign their respective agency Chief Sustainability Officer the authority to perform duties relating to implementation of this order within the agency, to the extent consistent with applicable law.

(d) To assist agencies and State, local, Tribal, and territorial governments, communities, and businesses in preparing for and adapting to the impacts of climate change, the Secretary of Commerce, through the Administrator of the National Oceanic and Atmospheric Administration, the Secretary of Homeland Security, through the Administrator of the Federal Emergency Management Agency, and the Director of the Office of Science and Technology Policy, in coordination with the heads of other agencies, as appropriate, shall provide to the Task Force a report on ways to expand and improve climate forecast capabilities and information products for the public. In addition, the Secretary of the Interior and the Deputy Director for Management of the Office of Management and Budget, in their capacities as the Chair and Vice-Chair of the Federal Geographic Data Committee, shall assess and provide to the Task Force a report on the potential development of a consolidated Federal geographic mapping service that can facilitate public access to climate-related information that will assist Federal, State, local, and Tribal governments in climate planning and resilience activities.

EMPOWERING WORKERS THROUGH REBUILDING OUR INFRASTRUCTURE FOR A SUSTAINABLE ECONOMY

Sec. 212. Policy. This Nation needs millions of construction, manufacturing, engineering, and skilled-trades workers to build a new American infrastructure and clean energy economy. These jobs will create opportunities for young people and for older workers shifting to new professions, and for people from all backgrounds and communities. Such jobs will bring opportunity to communities too often left behind — places that have suffered as a result of economic shifts and places that have suffered the most from persistent pollution, including low-income rural and urban communities, communities of color, and Native communities.

Sec. 213. Sustainable Infrastructure. (a) The Chair of the Council on Environmental Quality and the Director of the Office of Management and Budget shall take steps, consistent with applicable law, to ensure that Federal infrastructure investment reduces climate pollution, and to require that Federal permitting decisions consider the effects of greenhouse gas emissions and climate change. In addition, they shall review, and report to the National Climate Advisor on, siting and permitting processes, including those in progress under the auspices of the Federal Permitting Improvement Steering Council, and identify steps that can be taken, consistent with applicable law, to accelerate the deployment of clean energy and transmission projects in an environmentally stable manner.

(b) Agency heads conducting infrastructure reviews shall, as appropriate, consult from an early stage with State, local, and Tribal officials involved in permitting or authorizing proposed infrastructure projects to develop efficient timelines for decision-making that are appropriate given the complexities of proposed projects.

EMPOWERING WORKERS BY ADVANCING CONSERVATION, AGRICULTURE, AND REFORESTATION

Sec. 214. Policy. It is the policy of my Administration to put a new generation of Americans to work conserving our public lands and waters. The Federal Government must protect America's natural treasures, increase reforestation, improve access to recreation, and increase resilience to wildfires and storms, while creating well-paying union jobs for more Americans, including more opportunities for women and people of color in occupations where they are underrepresented. America's farmers, ranchers, and forest landowners have an important role to play in combating the climate crisis and reducing greenhouse gas emissions, by sequestering carbon in soils, grasses, trees, and other vegetation and sourcing sustainable bioproducts and fuels. Coastal communities have an essential role to play in mitigating climate change and strengthening resilience by protecting and restoring coastal ecosystems, such as wetlands, seagrasses, coral and oyster reefs, and mangrove and kelp forests, to protect vulnerable coastlines, sequester carbon, and support biodiversity and fisheries.

Sec. 215. Civilian Climate Corps. In furtherance of the policy set forth in section 214 of this order, the Secretary of the Interior, in collaboration with the Secretary of Agriculture and the heads of other relevant agencies, shall submit a strategy to the Task Force within 90 days of the date of this order for creating a Civilian Climate Corps Initiative, within existing appropriations, to mobilize the next generation of conservation and resilience workers and maximize the creation of accessible training opportunities and good jobs. The initiative shall aim to conserve and restore public lands and waters, bolster community resilience, increase reforestation, increase carbon sequestration in the agricultural sector, protect biodiversity, improve access to recreation, and address the changing climate.

Sec. 216. Conserving Our Nation's Lands and Waters. (a) The Secretary of the Interior, in consultation with the Secretary of Agriculture, the Secretary of Commerce, the Chair of the Council on Environmental Quality, and the heads of other relevant agencies, shall submit a report to the Task Force within 90 days of the date of this order recommending steps that the United States should take, working with State, local, Tribal, and territorial governments, agricultural and forest landowners, fishermen, and other key stakeholders, to achieve the goal of conserving at least 30 percent of our lands and waters by 2030.

(i) The Secretary of the Interior, the Secretary of Agriculture, the Secretary of Commerce, through the Administrator of the National Oceanic and Atmospheric Administration, and the Chair of the Council on Environmental Quality shall, as appropriate, solicit input from State, local, Tribal, and territorial officials, agricultural and forest landowners, fishermen, and other key stakeholders in identifying strategies that will encourage broad participation in the goal of conserving 30 percent of our lands and waters by 2030.

(ii) The report shall propose guidelines for determining whether lands and waters qualify for conservation, and it also shall establish mechanisms to measure progress toward the 30-percent goal. The Secretary of the Interior shall subsequently submit annual reports to the Task Force to monitor progress.

(b) The Secretary of Agriculture shall:

(i) initiate efforts in the first 60 days from the date of this order to collect input from Tribes, farmers, ranchers, forest owners, conservation groups, firefighters, and other stakeholders on how to best use Department of Agriculture programs, funding and financing capacities, and other authorities, and how to encourage the voluntary adoption of climate-smart agricultural and forestry practices that decrease wildfire risk fueled by climate change and result in additional, measurable, and verifiable carbon reductions and sequestration and that source sustainable bioproducts and fuels; and

(ii) submit to the Task Force within 90 days of the date of this order a report making recommendations for an agricultural and forestry climate strategy.

(c) The Secretary of Commerce, through the Administrator of the National Oceanic and Atmospheric Administration, shall initiate efforts in the first 60 days from the date of this order to collect input from fishermen, regional ocean councils, fishery management councils, scientists, and other stakeholders on how to make fisheries and protected resources more resilient to climate change, including changes in management and conservation measures, and improvements in science, monitoring, and cooperative research.

EMPOWERING WORKERS THROUGH REVITALIZING ENERGY COMMUNITIES

Sec. 217. Policy. It is the policy of my Administration to improve air and water quality and to create well-paying union jobs and more opportunities for women and people of color in hard-hit communities, including rural communities, while reducing methane emissions, oil and brine leaks, and other environmental harms from tens of thousands of former mining and well sites. Mining and power plant workers drove the industrial revolution and the economic growth that followed, and have been essential to the growth of the United States. As the Nation shifts to a clean energy economy, Federal leadership is essential to foster economic revitalization of and investment in these communities, ensure the creation of good jobs that provide a choice to join a union, and secure the benefits that have been earned by workers.

Such work should include projects that reduce emissions of toxic substances and greenhouse gases from existing and abandoned infrastructure and that prevent environmental damage that harms communities and poses a risk to public health and safety. Plugging leaks in oil and gas wells and reclaiming abandoned mine land can create well-paying union jobs in coal, oil, and gas communities while restoring natural assets, revitalizing recreation economies, and curbing methane emissions. In addition, such work should include efforts to turn properties idled in these communities, such as brownfields, into new hubs for the growth of our economy. Federal agencies should therefore coordinate investments and other efforts to assist coal, oil and gas, and power plant communities, and achieve substantial reductions of methane emissions from the oil and gas sector as quickly as possible.

Sec. 218. Interagency Working Group on Coal and Power Plant Communities and Economic Revitalization. There is hereby established an Interagency Working Group on Coal and Power Plant Communities and Economic Revitalization (Interagency Working Group). The National Climate Advisor and the Assistant to the President for Economic Policy shall serve as Co-Chairs of the Interagency Working Group.

(a) Membership. The Interagency Working Group shall consist of the following additional members:

(i) the Secretary of the Treasury;

(ii) the Secretary of the Interior;

(iii) the Secretary of Agriculture;

(iv) the Secretary of Commerce;

(v) the Secretary of Labor;

(vi) the Secretary of Health and Human Services;

(vii) the Secretary of Transportation;

(viii) the Secretary of Energy;

(ix) the Secretary of Education;

(x) the Administrator of the Environmental Protection Agency;

(xi) the Director of the Office of Management and Budget;

(xii) the Assistant to the President for Domestic Policy and Director of the Domestic Policy Council; and

(xiii) the Federal Co-Chair of the Appalachian Regional Commission.

(b) Mission and Work.

(i) The Interagency Working Group shall coordinate the identification and delivery of Federal resources to revitalize the economies of coal, oil and gas, and power plant communities; develop strategies to implement the policy set forth in section 217 of this order and for economic and social recovery; assess opportunities to ensure benefits and protections for coal and power plant workers; and submit reports to the National Climate Advisor and the Assistant to the President for Economic Policy on a regular basis on the progress of the revitalization effort.

(ii) As part of this effort, within 60 days of the date of this order, the Interagency Working Group shall submit a report to the President describing all mechanisms, consistent with applicable law, to prioritize grantmaking, Federal loan programs, technical assistance, financing, procurement, or other existing programs to support and revitalize the economies of coal and power plant communities, and providing recommendations for action consistent with the goals of the Interagency Working Group.

(c) Consultation. Consistent with the objectives set out in this order and in accordance with applicable law, the Interagency Working Group shall seek the views of State, local, and Tribal officials; unions; environmental justice organizations; community groups; and other persons it identifies who may have perspectives on the mission of the Interagency Working Group.

(d) Administration. The Interagency Working Group shall be housed within the Department of Energy. The Chairs shall convene regular meetings of the Interagency Working Group, determine its agenda, and direct its work. The Secretary of Energy, in consultation with the Chairs, shall designate an Executive Director of the Interagency Working Group, who shall coordinate the work of the Interagency Working Group and head any staff assigned to the Interagency Working Group.

(e) Officers. To facilitate the work of the Interagency Working Group, the head of each agency listed in subsection (a) of this section shall assign a designated official within the agency the authority to represent the agency on the Interagency Working Group and perform such other duties relating to the implementation of this order within the agency as the head of the agency deems appropriate.

SECURING ENVIRONMENTAL JUSTICE AND SPURRING ECONOMIC OPPORTUNITY

Sec. 219. Policy. To secure an equitable economic future, the United States must ensure that environmental and economic justice are key considerations in how we govern. That means investing and building a clean energy economy that creates well-paying union jobs, turning disadvantaged communities — historically marginalized and overburdened — into healthy, thriving communities, and undertaking robust actions to mitigate climate change while preparing for the impacts of climate change across rural, urban, and Tribal areas. Agencies shall make achieving environmental justice part of their missions by developing programs, policies, and activities to address the disproportionately high and adverse human health, environmental, climate-related and other cumulative impacts on disadvantaged communities, as well as the accompanying economic challenges of such impacts. It is therefore the policy of my Administration to secure environmental justice and spur economic opportunity for disadvantaged communities that have been historically marginalized and overburdened by pollution and underinvestment in housing, transportation, water and wastewater infrastructure, and health care.

Sec. 220. White House Environmental Justice Interagency Council. (a) Section 1-102 of Executive Order 12898 of February 11, 1994 (Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations), is hereby amended to read as follows:

“(a) There is hereby created within the Executive Office of the President a White House Environmental Justice Interagency Council (Interagency Council). The Chair of the Council on Environmental Quality shall serve as Chair of the Interagency Council.

“(b) Membership. The Interagency Council shall consist of the following additional members:

(i) the Secretary of Defense;

(ii) the Attorney General;

(iii) the Secretary of the Interior;

(iv) the Secretary of Agriculture;

(v) the Secretary of Commerce;

(vi) the Secretary of Labor;

(vii) the Secretary of Health and Human Services;

(viii) the Secretary of Housing and Urban Development;

(ix) the Secretary of Transportation;

(x) the Secretary of Energy;

(xi) the Chair of the Council of Economic Advisers;

(xii) the Administrator of the Environmental Protection Agency;

(xiii) the Director of the Office of Management and Budget;

(xiv) the Executive Director of the Federal Permitting Improvement Steering Council;

(xv) the Director of the Office of Science and Technology Policy;

(xvi) the National Climate Advisor;

(xvii) the Assistant to the President for Domestic Policy; and

(xviii) the Assistant to the President for Economic Policy.

"(c) At the direction of the Chair, the Interagency Council may establish subgroups consisting exclusively of Interagency Council members or their designees under this section, as appropriate.

"(d) Mission and Work. The Interagency Council shall develop a strategy to address current and historic environmental injustice by consulting with the White House Environmental Justice Advisory Council and with local environmental justice leaders. The Interagency Council shall also develop clear performance metrics to ensure accountability, and publish an annual public performance scorecard on its implementation.

"(e) Administration. The Office of Administration within the Executive Office of the President shall provide funding and administrative support for the Interagency Council, to the extent permitted by law and within existing appropriations. To the extent permitted by law, including the Economy Act (31 U.S.C. 1535), and subject to the availability of appropriations, the Department of Labor, the Department of Transportation, and the Environmental Protection Agency shall provide administrative support as necessary.

"(f) Meetings and Staff. The Chair shall convene regular meetings of the Council, determine its agenda, and direct its work. The Chair shall designate an Executive Director of the Council, who shall coordinate the work of the Interagency Council and head any staff assigned to the Council.

"(g) Officers. To facilitate the work of the Interagency Council, the head of each agency listed in subsection (b) shall assign a designated official within the agency to be an Environmental Justice Officer, with the authority to represent the agency on the Interagency Council and perform such other duties relating to the implementation of this order within the agency as the head of the agency deems appropriate."

(b) The Interagency Council shall, within 120 days of the date of this order, submit to the President, through the National Climate Advisor, a set of recommendations for further updating Executive Order 12898.

Sec. 221. White House Environmental Justice Advisory Council. There is hereby established, within the Environmental Protection Agency, the White House Environmental Justice Advisory Council (Advisory Council), which shall advise the Interagency Council and the Chair of the Council on Environmental Quality.

(a) Membership. Members shall be appointed by the President, shall be drawn from across the political spectrum, and may include those with knowledge about or experience in environmental justice, climate change, disaster preparedness, racial inequity, or any other area determined by the President to be of value to the Advisory Council.

(b) Mission and Work. The Advisory Council shall be solely advisory. It shall provide recommendations to the White House Environmental Justice Interagency Council established in section 220 of this order on how to increase the Federal Government's efforts to address current and historic environmental injustice, including recommendations for updating Executive Order 12898.

(c) Administration. The Environmental Protection Agency shall provide funding and administrative support for the Advisory Council to the extent permitted by law and within existing appropriations. Members of the Advisory Council shall serve without either compensation or reimbursement of expenses.

(d) Federal Advisory Committee Act. Insofar as the Federal Advisory Committee Act, as amended (5 U.S.C. App.), may apply to the Advisory Council, any functions of the President under the Act, except for those in section 6 of the Act, shall be performed by the Administrator of the Environmental Protection Agency in accordance with the guidelines that have been issued by the Administrator of General Services.

Sec. 222. Agency Responsibilities. In furtherance of the policy set forth in section 219:

(a) The Chair of the Council on Environmental Quality shall, within 6 months of the date of this order, create a geospatial Climate and Economic Justice Screening Tool and shall annually publish interactive maps highlighting disadvantaged communities.

(b) The Administrator of the Environmental Protection Agency shall, within existing appropriations and consistent with applicable law:

(i) strengthen enforcement of environmental violations with disproportionate impact on underserved communities through the Office of Enforcement and Compliance Assurance; and

(ii) create a community notification program to monitor and provide real-time data to the public on current environmental pollution, including emissions, criteria pollutants, and toxins, in frontline and fenceline communities — places with the most significant exposure to such pollution.

(c) The Attorney General shall, within existing appropriations and consistent with applicable law:

(i) consider renaming the Environment and Natural Resources Division the Environmental Justice and Natural Resources Division;

(ii) direct that division to coordinate with the Administrator of the Environmental Protection Agency, through the Office of Enforcement and Compliance Assurance, as well as with other client agencies as appropriate, to develop a comprehensive environmental justice enforcement strategy, which shall seek to provide timely remedies for systemic environmental violations and contaminations, and injury to natural resources; and

(iii) ensure comprehensive attention to environmental justice throughout the Department of Justice, including by considering creating an Office of Environmental Justice within the Department to coordinate environmental justice activities among Department of Justice components and United States Attorneys' Offices nationwide.

(d) The Secretary of Health and Human Services shall, consistent with applicable law and within existing appropriations:

(i) establish an Office of Climate Change and Health Equity to address the impact of climate change on the health of the American people; and

(ii) establish an Interagency Working Group to Decrease Risk of Climate Change to Children, the Elderly, People with Disabilities, and the Vulnerable as well as a biennial Health Care System Readiness Advisory Council, both of which shall report their progress and findings regularly to the Task Force.

(e) The Director of the Office of Science and Technology Policy shall, in consultation with the National Climate Advisor, within existing appropriations, and within 100 days of the date of this order, publish a report identifying the climate strategies and technologies that will result in the most air and water quality improvements, which shall be made public to the maximum extent possible and published on the Office's website.

Sec. 223. Justice40 Initiative. (a) Within 120 days of the date of this order, the Chair of the Council on Environmental Quality, the Director of the Office of Management and Budget, and the National Climate Advisor, in consultation with the Advisory Council, shall jointly publish recommendations on how certain Federal investments might be made toward a goal that 40 percent of the overall benefits flow to disadvantaged communities. The recommendations shall focus on investments in the areas of clean energy and energy efficiency; clean transit; affordable and sustainable housing; training and workforce development; the remediation and reduction of legacy pollution; and the development of critical clean water infrastructure. The recommendations shall reflect existing authorities the agencies may possess for achieving the 40-percent goal as well as recommendations on any legislation needed to achieve the 40-percent goal.

(b) In developing the recommendations, the Chair of the Council on Environmental Quality, the Director of the Office of Management and Budget, and the National Climate Advisor shall consult with affected disadvantaged communities.

(c) Within 60 days of the recommendations described in subsection (a) of this section, agency heads shall identify applicable program investment funds based on the recommendations and consider interim investment guidance to relevant program staff, as appropriate and consistent with applicable law.

(d) By February 2022, the Director of the Office of Management and Budget, in coordination with the Chair of the Council on Environmental Quality, the Administrator of the United States

Digital Service, and other relevant agency heads, shall, to the extent consistent with applicable law, publish on a public website an annual Environmental Justice Scorecard detailing agency environmental justice performance measures.

PART III — GENERAL PROVISIONS

Sec. 301. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget, relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

JOSEPH R. BIDEN JR.

THE WHITE HOUSE,

January 27, 2021.

Administrative Services Committee Meeting
2/23/2021 1:10 PM
Blue Ribbon Committee

Department:	
Presenter:	Commissioner Ben Hasan
Caption:	Discuss if there is a need for a Blue Ribbon Committee and/or different avenue to study the Consolidation Bill (Charter). **(Deferred from the Commission Meeting Requested by Commissioner Ben Hasan)**
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

REVIEWED AND APPROVED BY:

Lena Bonner

From:	Commissioner Ben Hasan
Sent:	Thursday, February 11, 2021 4:49 AM
To:	Lena Bonner
Subject:	Fwd: [EXTERNAL] Local Legislation Has Been Introduced that May Impact Your County

Good morning Mrs.Bonner can you please place on the agenda to discuss if their is a need for a Blue Ribbon Committee or other to study the Consolidation Bill(Charter)? Thanks!
Get Outlook for iOS

From: Lena Bonner <lbonner@augustaga.gov>
Sent: Wednesday, February 10, 2021 5:55:00 PM
To: Mayor Davis <MayorDavis@augustaga.gov>; Odie Donald <ODonald@augustaga.gov>; Wayne Brown <WBrown@augustaga.gov>; Commissioner Ben Hasan <BHasan@augustaga.gov>; Commissioner Bobby Williams <Bobby.Williams@augustaga.gov>; Commissioner Brandon Garrett <BGarrett@augustaga.gov>; Commissioner Catherine Smith-McKnight <CMcKnight@augustaga.gov>; Commissioner Dennis Williams <DennisWilliams@augustaga.gov>; Commissioner John E. Clarke <JClarke@augustaga.gov>; Commissioner Jordan Johnson <JJohnson@augustaga.gov>; Commissioner Marion Williams <MFWilliams@augustaga.gov>; Commissioner Sammie Sias <SSias@augustaga.gov>; Commissioner Sean Frantom <SFrantom@augustaga.gov>
Cc: Nancy Morawski <nmorawski@augustaga.gov>; Natasha L. McFarley <nmcfarley@augustaga.gov>; Wanda Gothie <WGothie@augustaga.gov>; Dereena Harris <D.Harris@augustaga.gov>; Petula Burks <PBurks@augustaga.gov>
Subject: FW: [EXTERNAL] Local Legislation Has Been Introduced that May Impact Your County

Good Afternoon Everyone,

Please see important information below regarding the proposed state veterans cemetery in Augusta.

Lena J. Bonner

From: Day, Kaylon <kday@accg.org>
Sent: Wednesday, February 10, 2021 12:29 PM
To: Lena Bonner <lbonner@augustaga.gov>; amackenzie@augustaga.gov; Cindy Washington <cwashington@augustaga.gov>
Cc: NeSmith, Michele <MNeSmith@ACCG.org>
Subject: [EXTERNAL] Local Legislation Has Been Introduced that May Impact Your County

Good afternoon,

On January 26th, 2021, HR 77 was introduced and assigned to the Defense & Veterans Affairs Committee. This local legislation supports the creation of a state veterans cemetery in Augusta-Richmond County. A copy of the legislation can be found here: https://www.legis.ga.gov/legislation/59260

Best,

Item # 8

Administrative Services Committee Meeting
2/23/2021 1:10 PM
DocuSign (

Department:	Mayor's Office
Presenter:	Mayor Hardie Davis, Jr.
Caption:	Discussion on exploring and adopting an electronic signature software such as DocuSign **(Requested by Mayor Hardie Davis, Jr.)**
Background:	
Analysis:	
Financial Impact:	
Alternatives:	
Recommendation:	
Funds are Available in the Following Accounts:	

REVIEWED AND APPROVED BY: