

**Assurance of Compliance Certification**  
**Section 3 Action Plan**  
**Housing and Urban Development Act of 1968**  
**(12 U.S.C. 1701 U)**

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**RE: Cumberland Housing Group**

**Contract:** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

**Purpose:** To ensure that regulation promulgated under 24 CFR Part 75 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects and the Section 3 Plan and Policy of Cumberland Housing Group to the greatest extent feasible is adhered to, and to serve as the assurance of compliance certification and action plan as required in the bid documents, supplemental general conditions, and HUD Forms 5370, 5370C or 5369 for the contract for any work with the county

**Description of the projects work detail:** The project work will be as listed in the final scope of work in the contract with Cumberland Housing Group including any change orders.

**Contractor:** \_\_\_\_\_

**Sub-contractor** \_\_\_\_\_

**Sub-contractor** \_\_\_\_\_

**Preliminary Statement for work force needs:** Though employment readiness training is our preferred method of Section 3 compliance, it is our intent to identify any short term and long-term employment or contracting opportunities for qualified Section 3 persons and concerns during the course of our contract with Cumberland Housing Group. Please list the status of all planned employment position and opportunities for this contract. Preference for all opportunities must be given to public housing residents if they qualify.

<u>Category</u>	<u># of project workforce positions</u>	<u>Status of all positions</u>
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Skilled

Semi-Skilled Labor

Trainees

**To the Greatest Extent Feasible:** The contractor has identified \_\_\_\_\_ (# of open positions with respect to this contract). The positions are filled by the \_\_\_\_\_ ( \_\_\_\_\_ ) of the contractor.

Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the contractor shall put forth a good faith effort to fill vacant positions with the Cumberland Housing Group resident applicants and or very low-income area residents.

**Documentation of To the Greatest Extent Feasible:** The contractor will work with Cumberland Housing Group property managers and staff to notify residents of any

opportunities afforded under our contract. The contractor will partner with Cumberland Housing Group by giving preference of any employment opportunities to the Section 3 persons or concerns that have successfully completed Cumberland Housing Group most recent or previous employment readiness type training. It is the contractor's intent to partner with Cumberland Housing Group in selecting new employees or businesses from the list they provide, or to execute its own company sponsored training. The contractor will seek to have Cumberland Housing Group provide a referral for a qualified training firm that can also provide technical assistance in working with the Section 3 covered persons and or businesses to advise the contractor on how best to comply with the HUD regulations.

The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low income and very low-income residents through documentation of the following:

1. Local media advertising;
2. Signs placed at the proposed site for the project and Cumberland Housing Group's offices and flyers hand delivered to all local public housing apartments;
3. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists;
4. Provide evidence that the contractor has not filed vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations;
5. Review and determine if low income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority hiring list and offered positions upon the occurrence of the first available appropriate job opening.

**Utilization of Business located or owned in substantial part by persons residing in the area:** The contractor does \_\_\_ does not \_\_\_ intend to subcontract any of the work identified in the Scope of Work or General Conditions.

**Record Keeping:** The contractor shall maintain on file all records related to employment and job training of low income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications assurances of compliance from subcontractors, etc., in connection with this contract. If there is a report that is needed as part of the submission you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records to Cumberland Housing Group, its staff or agents. Contractors should keep certifications, reports, and proof of trainings for at least 3 years to show Section 3 compliance if audited by Cumberland Housing Group or HUD. Section 3 workers can be reported for up to 5 years if they stay with the same employer.

**Reports:** The contractor shall provide monthly reports as required in connection with the contractor specifications. All certified payrolls shall clearly detail which employees qualify under Section 3.

**Certification:** The contractor will certify that any vacant employment positions, including training positions that filled:

1. After the contractor is selected but before the contract is executed, and

2. With persons other than those to who the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 75.

**Grievance and Compliance:** The contractor or subcontractor hereby acknowledges that they understand that any low income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking contract opportunities may file a grievance if a good faith effort was not followed. The grievance must be filed with Cumberland Housing Group not later than thirty (30) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the above information is true and correct.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date