

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, JUNE 22, 2021

PRESENT: CHAIRMAN PETE STEPHENS, COMMISSIONERS, BOBBY BARBER, JR, RUSTY DAVIS, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

ABSENT: VICE CHAIRMAN, DENNIS BRINSON

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 7:00 p.m. After the call to order, Chairman Stephens gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Davis made a motion to approve the agenda, as presented. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' Meeting held June 8, 2021, as presented. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Interlocal Contract for Cooperative Purchasing – Jamie Earp. Chairman Stephens recognized Training Chief, Jamie Earp which stated the Decatur County Fire Department was awarded an AFG grant to be spent towards extrication equipment. The grant writers advised Decatur County to bring in a third party to validate the purchases for the grant. The third party would be ensuring the purchases are legit and are within the guidelines of the grant and reputable vendors are used for the purchase of equipment. Training Chief Earp stated in order to do that, Decatur County has to be a member of the Cooperative Purchasing. Training Chief Earp stated after reviewing several vendors, HGACBUY was selected to use, there will be no membership fee to join and the interlocal contract is the membership. Training Chief Earp stated HGACBUY will be responsible for ensuring the grant timeline is met, accuracy of documents and justification of the grant purchases and leaving a paper trail for auditing purposes. Commissioner Brock made the motion to approve the interlocal contract, a copy of which is attached. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Consider Approval – Indigent Defense Services Agreement. Chairman Stephens recognized County Administrator Thomas which stated the Indigent Defense Services Agreement was an

annual contract and is identical to last year's contract in the amount of \$203,463.77. This is a budgeted line item and County Administrator Thomas recommends approval to the Board. Commissioner Davis made the motion to approve the agreement, a copy of which is attached. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

Consider Resolution Authorizing District Attorney to Contract with Georgia Department of Administrative Services to Comply with OCGA 15-18-20.1. Chairman Stephens recognized County Administrator Thomas which stated the resolution request is from the district attorney and he has an assistant district attorney which is paid by funds from the counties in the judicial circuit and as a part of that the assistant district attorney is entitled to state fringe benefits. This resolution authorizes on behalf of the Board of Commissioners for the district attorney to sign a contract with the Georgia Department of Administrative Services and provide funding to the district attorney by the counties within the circuit and the assistant district attorney is identified as a state employee. County Administrator Thomas recommends approval to the Board. Commissioner Brock made the motion to approve the resolution, a copy of which is attached. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

Consider Intergovernmental Agreement – GDOC Inmate Capacity. Chairman Stephens recognized County Administrator Thomas which stated this is a standard intergovernmental agreement and is the same as last year's agreement where the number of inmates being housed is not to exceed 180 inmates a day with the per diem amount of \$22 a day. County Administrator Thomas recommends approval to the Board. Commissioner Davis made the motion to approve the resolution, a copy of which is attached. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Consider Airport Consulting Agreement – Passero Associates. Chairman Stephens recognized County Administrator Thomas which stated to comply with Federal Aviation Administration Regulations and to acquire and obtain funding from the federal government, part of Decatur County's requirement for the Airport is that every five years Decatur County has to request qualifications by advertisement from anybody that is certified by the State of Georgia Department of Transportation as a master consultant. It was time for Decatur County to go through this process, therefore, a committee was appointed which consisted of Tommy Johnson, Randy Williams, and Dennis Medley to review the qualifications submitted by the consultants and recommended that Passero be appointed as the master consultant for the next five years. County Administrator Thomas also stated Passero has a reputable reputation, but if there's fault on either party's side during the five years there's an out in the agreement with written notice to get end the agreement and recommends approval to the Board. Commissioner Brock made the motion to approve the agreement, a copy of which is attached. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Consider Resolution to Accept GDOT Contract for Airport Funds. Chairman Stephens recognized County Administrator Thomas which stated under Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA), Decatur County will receive a contract from Georgia Department of Transportation for reimbursement of salaries in the amount of \$13,000 and recommends approval to the Board. Commissioner Barber made the motion to approve the resolution, a copy of which is attached. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Consider Vehicle List for Surplus and Disposal. Chairman Stephens recognized County Administrator Thomas which stated Major Wendell Cofer is requesting that 5 vehicles be disposed of from the Sheriff's Department. Major Cofer is requesting to transfer two 2018 Dodge Chargers to the Board of Education and to sale the other vehicles as surplus which is two 2013 Dodge Chargers and a 2008 Chevrolet Tahoe. County Administrator Thomas recommends approval to the Board. Commissioner Barber made a motion to approve the request. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Errors & Releases. Chairman Stephens recognized County Administrator Thomas which recommends that the Board approve the errors and releases, stating the Tax Commissioner and the Board of Assessors have approved. Vice Chairman Brinson made the motion to approve the Errors and Releases. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

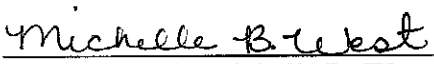
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

ADJOURN

There being no further business, the meeting, on motion by Commissioner Barber, was duly adjourned. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC21-11275
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and Decatur County Board of Commissioners, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at 203 W Broughton St Bainbridge, GA 39818.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on 06/02/2021 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began 07/01/2020 and ends 06/30/2021. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE


Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

DeKalb County Board of Commissioners
Name of End User (local government, agency, or non-profit corporation)


203 W Broughton St
Mailing Address

Bainbridge, GA 39818
City, State ZIP Code

 6-22-2021
Signature of chief elected or appointed official | Date

PETE STEPHENS CHAIRMAN OF THE BOARD
Typed Name & Title of Signatory

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX
77027

DocuSigned by:

By: Executive Director

Date: 7/29/2021

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into between the Circuit Public Defender Office of the South Georgia Judicial Circuit ("Public Defender Office"), the governing authority of Decatur County, a body politic and a subdivision of the State of Georgia ("County"), and the Georgia Public Defender Council ("GPDC") and its successors to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended. The initial term of this Agreement shall commence July 1, 2021 and end on June 30, 2022.

WHEREAS, O.C.G.A. § 17-12-23 (d) provides that a city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws.

WHEREAS, O.C.G.A. § 17-12-26 (c) (4) provides that "neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses which may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section."

WHEREAS, OCGA § 17-12-32 provides that the governing authority of any county or municipality within the judicial circuit which provides additional personnel for the office of circuit public defender may contract with the council to provide such additional personnel in the same manner as is provided for state paid personnel in this article.

WHEREAS, O.C.G.A. § 17-12-34 provides that the governing authority of each county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner.

WHEREAS, O.C.G.A. § 17-12-35 provides that a circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by GPDC. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses; and

- (5) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. Pursuant to OCGA §§ 17-12-27 to -29, GPDC and the Public Defender Office agree to provide the County, which is in the South Georgia Judicial Circuit, the statutory services of a full-time circuit public defender office to consist of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. Pursuant to OCGA § 17-12-23, GPDC and the Public Defender Office shall provide representation to indigent defendants in the following cases:

- (1) cases prosecuted in the superior court of Decatur County under the laws of the state of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) hearings in the superior court of Decatur County on a revocation of probation;
- (3) cases prosecuted in the juvenile court of Decatur County in which a child in a delinquency case may face a disposition of confinement, commitment or probation; and
- (4) direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. Pursuant to OCGA § 17-12-22, GPDC shall provide for legal representation in those cases described in Section 1.02 for which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services.

(a) The Public Defender Office agrees to provide and the County agrees to pay for the additional personnel and services described in Attachment A. The amount to be paid includes a 7% administrative services fee. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B (annual budget). Attachment B is incorporated into this agreement by reference. This fee is determined by the

total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement.

(b) Any additional personnel employed by the Public Defender Office pursuant to this section are county funded full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel shall serve at the pleasure of the South Georgia Judicial Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION FOR COSTS NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The County agrees to pay its pro rata share of the overall circuit budget as described in Attachment A which includes the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is stated in Attachment A. The County agrees to the payment terms in Attachment B.

Section 3.02 Payment of Office Expenses. The County agrees that its pro-rata share of office expenses for the efficient operation of the Public Defender Office shall be paid directly to the Public Defender Office. The Public Defender Office shall use these funds to pay for the necessary costs of buildings, utilities, telephone expenses, staff supplements, materials and supplies as may be necessary.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and reimbursement of expenses which are incurred under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person at the address indicated below:

Circuit Public Defender of the South Georgia Judicial Circuit:

Tre McLendon
Office of the Circuit Public Defender
118 River Street
P.O. Box 1045
Bainbridge, GA 39817

Governing Authority of Decatur County:

Decatur County Board of Commissioners
Pete Stephens, Chairman
P.O. Box 726
Bainbridge, Ga. 39818

Georgia Public Defender Council:

Omotayo Alli, Director
GPDC
104 Marietta Street, Suite 200
Atlanta, GA 30303

Section 5.06 Agreement modification. This agreement, including all attachments, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails to a budget revision prior to its effective date where the revision does not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the GPDC, no modifications may be made without prior notice to and agreement by the Director.

Section 5.07 Termination.

(a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, GPDC and the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. Certification by the Director of the GPDC of the reduction in State funds is conclusive. Certification by the County representative designated in Section 5.05 of this agreement of the reduction in county funds is conclusive. The County shall promptly notify GPDC and the Public Defender Office in writing of the non-existence or insufficiency of funds and the date

May 26, 2021

of termination. GPDC and the Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the parties may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) **For cause.** This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, GPDC and the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the GPDC and Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) **For convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) **Post-termination obligations.** After termination of this agreement pursuant to this Section, the County, Public Defender Office and GPDC agree to comply with the provisions of Section 5.08 (a).

Section 5.08 Cooperation in transition of services.

(a) **During or at the end of the agreement.** GPDC and the Public Defender Office agree upon termination or expiration of this agreement, in whole or in part, to cooperate as reasonably requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate GPDC and Public Defender for all post-termination or post-expiration services under this subsection. GPDC and the Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination, or expiration of the agreement.

(b) Statutory responsibility. The County, the Public Defender Office and GPDC acknowledge that they each have responsibilities for indigent defense costs under applicable law, including the Georgia Indigent Defense Act of 2003, as amended, and that the suspension, termination, or expiration of this agreement does not relieve any party of their responsibility under the law.

Section 5.09 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties execute this Agreement effective on the last date indicated below.

Circuit Public Defender Office
South Georgia Judicial Circuit

Decatur County

By: _____
Tre McLendon
Circuit Public Defender

By: Pete Stephens
Pete Stephens
Chairman
Decatur County Board Of Commissioners

Attest:

Attest:

_____(Seal)

Michelle West (Seal)

Georgia Public Defender Council

By: _____
Omotayo Alli,
Director

Attest:

_____(Seal)

ATTACHMENT A

DECATUR COUNTY SOUTH GEORGIA JUDICIAL CIRCUIT July 1, 2021 – June 30, 2022

The County agrees to pay GPDC the sum of \$183,463.77 in 12 equal monthly installments, which amount includes the 7% Administrative Fee. Installments will be paid directly to GPDC and the Public Defender Office by the 15th day of each month as set out in the body below. GPDC and the Public Defender Office agree to use these funds for the purpose of paying the salary, benefits, administrative costs, supplements, the costs of travel and other work related expenses, appropriate offices, utilities, telephone expenses, materials and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner.

Invoices for the monthly billing amount of \$6,247.24 (County Funded/State Paid Personnel) inclusive of all administrative fees but exclusive of salary supplements shall be sent to:

**Decatur County Board of Commissioners
Attn: Pete Stephens, Chairman
P.O. Box 726
Bainbridge, Ga 39818**

Installments will be paid directly to GPDC at the following address:

**GPDC
Attn: Jason Ring
104 Marietta Street
Suite 200
Atlanta, GA 30303**

Invoices for the monthly billing amount of \$9,041.40 (Operational and Salary Supplements) shall be sent to:

**Decatur County Board of Commissioners
Attn: Pete Stephens, Chairman
P.O. Box 726
Bainbridge, Ga. 39818**

Installments will be paid directly to The Public Defender Office at the following address:

**Office of Public Defender
South Georgia Judicial Circuit
P.O. Box 1045
Bainbridge, Ga. 39818**

ADDITIONAL PERSONNEL AND SERVICES

Definition. For the purposes of this agreement and this attachment the terms "additional personnel" and "additional services" means those provided by the Public Defender Office in addition to those that GPDC and the Public Defender Office are required by statute to provide.

Additional Personnel and Services. The Public Defender Office agrees to provide and the Counties agree to pay for the additional services and personnel described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. Any additional personnel employed by the Public Defender Office pursuant to this attachment are county funded full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

The Public Defender Office agrees to provide attorneys for indigent defendants in the courts and areas listed below:

- State Court of Decatur County including misdemeanor cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged and handled by the Decatur County State Court. The county remains responsible for conflicts in the event there is a conflict of interest which requires another attorney to be appointed.

Compensation for Additional Services. During the term of this agreement, the County agrees to pay the Public Defender Office the sum of \$20,000.00 in 12 equal monthly installments of \$1,666.67 for the additional services provided by the Public Defender Office in the State Court of Decatur County. Installments will be paid by the 15th day of each month. The Public Defender Office agrees to use these funds for the purpose of supplementing the salaries of the attorneys and administrative staff of the Public Defender Office for the additional services provided.

Decatur County
Monthly Costs for State Court
\$1,666.67

Total Monthly Costs For Decatur County
Including State Court
\$16,955.31

Atlanta Office : \$6,247.24
Bainbridge Office : \$10,708.07

Invoices for the monthly billing amount for State Court services will be sent to:

Decatur County Board of Commissioners
Attn: Pete Stephens, Chairman
P.O. Box 726
Bainbridge, GA 39818

Payments of invoices will be made to:

Office of Public Defender
South Georgia Judicial Circuit
P.O. Box 1045
Bainbridge, Ga. 39818

These payments for the services provided in Decatur County State Court are in addition to those described in the section of Attachment A entitled *Salaries, Benefits And Administrative Costs For Staff Positions*.

The Public Defender Office will use the funds received from Decatur County State Court for the purpose of employing an additional attorney to provide representation in the juvenile courts of this circuit or as otherwise needed to meet and comply with the legal responsibilities and obligations of this office.

Compliance with Standards. Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a manner consistent with applicable ethical and professional standards. In the event the Public Defender Office's caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets those standards, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking additional cases. The provisions of Section 5.08 of the Agreement shall apply during the period of the suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift such suspension. At any time during a period of suspension of the additional services, up to and including the 5th calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties' obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

**SOUTH GEORGIA CIRCUIT PUBLIC DEFENDER OFFICE
ATTACHMENT B**

July 1, 2021 - June 30, 2022

STATE FUNDED - Public Defender and Assistants									
Name	#	Salaries	FICA		Retirement	Health Insurance	Unemployment	Unemployment	Total
			7.65% of Salary	24.66% of Salary					
Chief Public Defender	1	\$ 107,636.64	\$ 8,234.20	\$ 26,543.20	\$ 32,779.66	\$ 31.00	\$ 175,224.70		
Chief Assistant Public Defender	1	\$ 79,738.08	\$ 6,099.96	\$ 19,663.41	\$ 24,283.43	\$ 31.00	\$ 129,815.89		
Juvenile Attorney	1	\$ 49,999.92	\$ 3,824.99	\$ 12,329.98	\$ 15,226.98	\$ 31.00	\$ 81,412.87		
TOTAL:	3	\$ 237,374.64	\$ 18,159.16	\$ 58,536.59	\$ 72,290.07	\$ 93.00	\$ 386,453.46		

STATE FUNDED - Public Defender Administrative									
Name	#	Salaries	FICA		Retirement	Health Insurance	Unemployment	Unemployment	Total
			7.65% of Salary	24.66% of Salary					
Investigator	1	\$ 60,000.00	\$ 4,590.00	\$ 14,796.00	\$ 18,272.40	\$ 31.00	\$ 97,689.40		
Administrative Staff	1	\$ 28,582.08	\$ 2,186.53	\$ 7,048.34	\$ 8,704.39	\$ 31.00	\$ 46,552.34		
Administrative Staff	1	\$ 48,987.36	\$ 3,747.53	\$ 12,080.28	\$ 14,918.61	\$ 31.00	\$ 79,764.79		
TOTAL:	3	\$ 137,569.44	\$ 10,524.06	\$ 33,924.62	\$ 41,895.40	\$ 93.00	\$ 224,006.52		

COUNTY FUNDED - Public Defender and Assistants with Benefits									
Name	#	Salaries	FICA		Retirement	Health Insurance	Unemployment	Unemployment	Total
			7.65% of Salary	24.66% of Salary					
APD	1	\$ 67,999.92	\$ 5,201.99	\$ 16,768.78	\$ 20,708.70	\$ 31.00	\$ 110,710.39		
APD	1	\$ 14,884.08	\$ 1,138.63	\$ 3,670.41	\$ 4,532.80	\$ 31.00	\$ 24,256.92		
TOTAL:	2	\$ 82,884.00	\$ 6,340.63	\$ 20,439.19	\$ 25,241.49	\$ 62.00	\$ 134,967.32		

COUNTY FUNDED - Public Defender Administrative									
Name	#	Salaries	FICA		Retirement	Health Insurance	Unemployment	Unemployment	Total
			7.65% of Salary	24.66% of Salary					
Drug Court Administrator	1	\$ 29,337.60	\$ 2,244.33	\$ 7,234.65	\$ 8,934.47	\$ 31.00	\$ 47,782.05		
Admin Staff	1	\$ 21,733.44	\$ 1,662.61	\$ 5,359.47	\$ 6,618.70	\$ 31.00	\$ 35,405.22		
TOTAL:	2	\$ 51,071.04	\$ 3,906.93	\$ 12,594.12	\$ 15,553.17	\$ 62.00	\$ 83,187.27		

COUNTY FUNDED - Office Expenditures		
	Annual	
Operational Expenses	\$ 108,594.69	
TOTAL:	\$ 108,594.69	

**SOUTH GEORGIA CIRCUIT PUBLIC DEFENDER OFFICE
ATTACHMENT B**

July 1, 2021 - June 30, 2022

TOTAL EXPENDITURES			
		State Funded	County Funded
Public Defender and Assistants	*	\$ 386,453.46	\$ 134,967.32
Public Defender Administrative	*	\$ 224,006.52	\$ 83,187.27
7% Administrative Fee	*		\$ 15,270.82
Office Expenditures	*		\$ 108,594.69
Supplements	*		\$ 189,405.96
TOTAL:		\$ 610,459.98	\$ 531,426.06

BREAKDOWN BY COUNTY (Personnel)			
		Annual	Monthly
Baker	3.76%	\$ 8,772.90	\$ 731.08
Calhoun	7.66%	\$ 17,874.10	\$ 1,489.51
Decatur	32.12%	\$ 74,966.93	\$ 6,247.24
Grady	29.79%	\$ 69,534.91	\$ 5,794.58
Mitchell	26.68%	\$ 62,276.57	\$ 5,189.71
CIRCUIT WIDE TOTAL:	100.00%	\$ 233,425.41	\$ 19,452.12

BREAKDOWN BY COUNTY (Operating - including Supplements)			
		Annual	Monthly
Baker	3.76%	\$ 8,767.47	\$ 730.62
Calhoun	7.66%	\$ 17,863.04	\$ 1,488.59
Decatur	32.12%	\$ 108,496.84	\$ 9,041.40
Grady	29.79%	\$ 100,635.27	\$ 8,386.27
Mitchell	26.68%	\$ 62,238.03	\$ 5,186.50
CIRCUIT WIDE TOTAL:	100.00%	\$ 298,000.65	\$ 24,833.38

BREAKDOWN BY COUNTY (Total)			
		Annual	Monthly
Baker	3.76%	\$ 17,540.37	\$ 1,461.70
Calhoun	7.66%	\$ 35,737.14	\$ 2,978.10
Decatur	32.12%	\$ 183,463.77	\$ 15,288.64
Grady	29.79%	\$ 170,170.18	\$ 14,180.85
Mitchell	26.68%	\$ 124,514.60	\$ 10,376.21
CIRCUIT WIDE TOTAL:	100.00%	\$ 531,426.06	\$ 44,285.50

ADDITIONAL FUNDING - STATE COURT			
Excluded from Circuit Budget			
County	Annual	Monthly	
Decatur	\$ 20,000.00	\$ 1,666.67	
Grady	\$ 20,000.00	\$ 1,666.67	
TOTAL COUNTY COST			
Decatur	\$ 203,463.77	\$ 16,955.31	
Grady	\$ 190,170.18	\$ 15,847.52	

**STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
STATE PAID COUNTY REIMBURSED PERSONNEL (SPCR) CONTRACT
FOR A COUNTY GOVERNING AUTHORITY**

1. GENERAL CONTRACT PROVISIONS:

- (a) This contract is made and entered into by and between the **PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA**, an agency of the Judicial Branch of the State of Georgia legally empowered to contract pursuant to O.C.G.A. §§ 15-18-44 and 15-18-20.1, and hereinafter referred to as the **COUNCIL** and the

**District Attorney for the South GA Judicial Circuit
P.O. Box 1870
Bainbridge, Georgia 39818**

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the **CONTRACTOR**.

- (b) This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Clayton County, State of Georgia.
- (c) Nothing contained in this contract shall be construed to constitute the **CONTRACTOR** or any of its employees, agents, or subcontractors as a partner, employee, or agent of the **COUNCIL**, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

2. PERIOD OF CONTRACT:

This contract is effective as of the 1st day of July, 2021, and shall terminate on the 30th day of June, 2022, unless terminated earlier under other provisions of this contract.

3. COUNCIL AND CONTRACTOR CONTACT INFORMATION:

- (a) Mailing Addresses:

The mailing addresses, telephone numbers, and contact persons listed below for the COUNCIL and the CONTRACTOR may be changed during the term of this contract by written notification to the other party by the COUNCIL's division or office representatives or by the CONTRACTOR.

- (1) The COUNCIL's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia
Attn: Latoria J. Smith
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755
Telephone No: (770) 282-6364
Email: ljsmith@pacga.org

- (2) The CONTRACTOR'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

Office of the District Attorney - South Georgia Judicial Circuit
Attention: Joe Mulholland
P.O. Box 1870
Bainbridge, Georgia 39818
Telephone No.: (229) 246-1823
Email:jmulholland@pacga.org

4. SCOPE OF SERVICES:

- (a) WHEREAS, O.C.G.A. § 15-18-20.1 authorizes "the governing authority of any county or municipality within the judicial circuit which provides additional personnel for the office of district attorney may contract with the Prosecuting Attorneys' Council of the State of Georgia to provide such additional personnel in the same manner as is provided for state paid personnel in this article. Any such personnel shall be considered state employees and shall be entitled to the same fringe benefits as other state paid personnel employed by the district attorney pursuant to this article. The governing authority of such county or municipality shall transfer to the COUNCIL such funds as may be necessary to cover the compensation, benefits, travel, and other expenses for such personnel;" and

- (b) WHEREAS, the governing authority of **Decatur County**, with the consent of the District Attorney for the **South Georgia Judicial Circuit** wish to provide additional personnel for the office of district attorney of said judicial circuit as provided in O.C.G.A. § 15-18-20.1; and
- (c) Whereas, the governing authority of said counties have, by appropriate resolution, copies of which are annexed hereto and incorporated herein by reference as fully set forth, authorized the District Attorney for the **South Georgia Judicial Circuit** to enter into this contract on behalf of said county as provided in O.C.G.A. § 15-18-20.1.
- (d) NOW THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:
- (1) The COUNCIL agrees to:
- (A) Prepare an annual budget, which identifies the anticipated personal services for such personnel in the judicial circuit. Such budget is attached hereto as **Annex A** and is made a part of this agreement by reference.
- (B) Pay the personal services and such other expenses related to such personnel identified in Annex A of this contract under the provisions of O.C.G.A. § 15-18-20.1 from funds provided by the CONTRACTOR in accordance with provisions of this contract.
- (2) The CONTRACTOR agrees to:
- (A) Accept the monthly invoice and when verified as correct, pay the invoice in full. If the expenditure report is not correct, the COUNCIL shall be notified within ten (10) days of the date of the invoice.
- (B) Pay to the COUNCIL an administrative fee in an amount set forth in the attached budget (Annex A). The administrative fee will be calculated at one percent (1.0%) of the actual costs incurred by the COUNCIL under this Contract. The amount of the administrative fee shall be included in the monthly bill and paid to the COUNCIL as set forth in this Contract.
- (3) All notices, invoices, bills or other documents referred to in this contract shall be sent by e-mail.

5. **PAYMENTS TO THE COUNCIL:**

- (a) The approved contract budget for the period of this contract is **\$65,775.20**.
- (b) The COUNCIL will submit a monthly invoice for the costs associated with this contract not more than 10 days after the last day of the prior month. Any additional costs, above or beyond those associated with the normal monthly payroll, i.e., annual leave payouts,

forfeited leave payments, etc. will be included on the invoice to the CONTRACTOR for the following month or when identified.

- (c) The CONTRACTOR will pay the COUNCIL the amount specified in the monthly invoice each month regardless of the local sources of funding available to the CONTRACTOR. Payments must be made upon receipt. Payments are considered late if they have not been received by the COUNCIL by the last day of the month that the invoice is dated. Payments may be made by check or electronic funds transfer.
- (d) If the CONTRACTOR fails to pay the amount due for the payroll period, CONTRACTOR agrees that the COUNCIL may:
 - (1) Use any other funds, other than state appropriated funds, that may be available to the Council for the operations of the district attorney's office within such judicial circuit or which may be payable to such district attorney's office;
 - (2) Require that future payments be made by wire or electronic funds transfer, at Contractor's expense;
 - (3) Take any such action as may be necessary to enforce the contract; or
 - (4) Terminate the contract.

6. BUDGET LIMITATION:

- (a) The CONTRACTOR will notify the COUNCIL in writing promptly whenever the amount of authorized funds is expected to exceed needs by more than \$5,000.00 or five percent (5.0%), whichever is greater. In such cases, the COUNCIL holds the option of making appropriate budget revisions and amending the contract as necessary to improve overall fund utilization.
- (b) If requested by the CONTRACTOR, the COUNCIL will provide a revised budget to the CONTRACTOR.

7. CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the COUNCIL policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/client, or responsible parent or guardian.

8. CONFLICT OF INTEREST:

The CONTRACTOR and the COUNCIL certify that the provisions of O.C.G.A. § 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

9. CONTRACT MODIFICATION/ALTERATION:

- (a) No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties. Such modification shall be affixed to this contract as an amendment indicating the contract number involved, the original contracting parties and the original effective date of the contract and the paragraph(s) being modified or superseded, except as stated in sub-paragraph (b) immediately below.
- (b) In the event the sources of payment for services under this contract from the governing authority to the CONTRACTOR, or (appropriations made to the COUNCIL by the General Assembly of the State of Georgia) are reduced during the term of this contract, the COUNCIL has the absolute right to make financial and other adjustments to this contract and to notify the CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract.

10. **SEVERABILITY:**

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

11. **TERMINATION:**

- (a) Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event the source of payment for services under this contract no longer exists or in the event the sum of all obligations of the COUNCIL incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the COUNCIL as of that moment. The certification by the Executive Director of the COUNCIL of the occurrence of the event stated above shall be conclusive.
- (b) Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the COUNCIL for failure of the CONTRACTOR to perform any of the provisions hereof. Should the COUNCIL exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. Upon termination of this contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel all obligations. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- (c) For Convenience. This contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the CONTRACTOR for any reason

upon 60 days prior written notice to the COUNCIL. This Contract may be terminated by the COUNCIL for any reason upon 30 days prior written notice to the CONTRACTOR.

- (d) Upon termination of the contract, CONTRACTOR shall remit full payment for any outstanding balances owed to the COUNCIL within 30 days of such contract termination.

(1)

12. **DRUG-FREE WORKPLACE:**

- (a) CONTRACTOR hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

(1) A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and

(2) CONTRACTOR may be suspended, terminated, or debarred if it is determined that:

(A) The CONTRACTOR has made false certification hereinabove; or

(B) The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

(b) COUNCIL PERSONNEL REGULATIONS:

(1) CONTRACTOR shall perform its obligations hereunder in accordance with all applicable Federal, State, and local governmental laws and regulations now or hereafter in effect. CONTRACTOR and CONTRACTOR's personnel shall also comply with all applicable State and COUNCIL policies, procedures, and standards in effect during the performance of the Contract, including but not limited to COUNCIL policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. CONTRACTOR agrees that any failure by CONTRACTOR or CONTRACTOR's personnel to comply with any of the obligations of this Section may be treated by COUNCIL as a material breach of this Contract by CONTRACTOR.

(2) Except as provided in COUNCIL Policy 4.11 relating to State-Paid, County Reimbursed (SPCR) Personnel, incorporated herein by reference, personnel compensated pursuant to this agreement are subject to the Rules adopted by the COUNCIL pursuant to O.C.G.A. § 15-18-19(c).

(3) Personnel paid pursuant to this contract shall be entitled to annual, sick, and miscellaneous leave and administrative time on the same basis as other state paid personnel. In the event that any such employee dies, resigns or otherwise terminates employment during the term of the contract, such employee will be paid for any unused annual leave, up to a maximum of 360 hours as terminal leave pay. The CONTRACTOR agrees to pay the cost of such terminal leave upon receipt of an invoice from the COUNCIL.

- (4) In the event that an employee who is paid pursuant to this contract retires as a vested employee with the State of Georgia during the term of this contract, CONTRACTOR shall pay the cost associated with forfeited and unused leave that such employee accrued during the term of this contract and any extensions thereto.

(c) NONDISCRIMINATION

- (1) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- (2) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the COUNCIL.
- (d) The COUNCIL is an Equal Opportunity employer. A copy of the COUNCIL's Equal Employment Opportunity Utilization Report is available on the COUNCIL's website or upon request by the CONTRACTOR.
- (e) **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- (f) **COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.** Contractor certifies that it will comply with O.C.G.A. § 13-10-91 relating to the verification of the status of newly hired employees as specified in Annex C, attached hereto and incorporated herein by reference.
- (g) **LIMITATIONS ON PAY INCREASES IN LAST 12 MONTHS OF EMPLOYMENT PRIOR TO RETIREMENT.** CONTRACTOR acknowledges that that O.C.G.A. §§ 47-2-120, 47-2-123, 47-2-334, 47-2-353 provides that any salary increase granted to a person subject to the provisions of this contract who is a member of the Employees Retirement System of Georgia (ERS) which is in excess of 5 percent over the 12 months immediately prior to such person's retirement date may result in the COUNCIL being charged the actuarial cost to the retirement system of any such increase. In such an event,

CONTRACTOR agrees to pay the cost of any such actuarial cost as determined by ERS..

- (h) WORKERS COMPENSATION. The Contractor agrees to comply with State laws regarding Workers Compensation and to reimburse the Council for any costs resulting from a Workers Compensation award not otherwise provided for in the budget.

13. **ENTIRE UNDERSTANDING:**

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

14. **CONTRACT ANNEX INCLUSION:**

This contract includes annexes as listed below, which are attached hereto and incorporated herein:

- | | |
|---------|---|
| Annex A | Contract Budget. |
| Annex B | Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit and Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose. |
| Annex C | Contractor Affidavit for compliance with the Georgia Security and Immigration Compliance Act under O.C.G.A. § 13-10-91(b)(1). |

15. **OPEN RECORDS ACT:** this contract is subject to the provisions of the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

CONTRACTOR EXECUTION:

COUNCIL EXECUTION:



Signature

Signature

4/26/2021

**Date signed by CONTRACTOR

**Date signed by Council

*The Honorable Joe Mulholland
District Attorney, South GA Judicial Circuit
P.O. Drawer 1870
Bainbridge, Georgia 39818
(229) 246-1823

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755

*Written authority may be required as an attachment which proves that the signer has the authority to sign for the CONTRACTOR.

**Must be a date equal to or earlier than the effective date of the contract as specified in paragraph #2 of this contract.

Attach Annex A Contract Budget

Proceeding Attorney's Council of Georgia

FY 2012 Blount County Reimbursement (85521) Contract
Annex A
Cost Estimate

Item	Description	Quantity	Unit	Price	Total
1	Hourly Rate	1	Hour	\$11.00	\$11.00
2	Hourly Rate	1	Hour	\$11.00	\$11.00
3	Hourly Rate	1	Hour	\$11.00	\$11.00
4	Hourly Rate	1	Hour	\$11.00	\$11.00
5	Hourly Rate	1	Hour	\$11.00	\$11.00
6	Hourly Rate	1	Hour	\$11.00	\$11.00
7	Hourly Rate	1	Hour	\$11.00	\$11.00
8	Hourly Rate	1	Hour	\$11.00	\$11.00
9	Hourly Rate	1	Hour	\$11.00	\$11.00
10	Hourly Rate	1	Hour	\$11.00	\$11.00
11	Hourly Rate	1	Hour	\$11.00	\$11.00
12	Hourly Rate	1	Hour	\$11.00	\$11.00
13	Hourly Rate	1	Hour	\$11.00	\$11.00
14	Hourly Rate	1	Hour	\$11.00	\$11.00
15	Hourly Rate	1	Hour	\$11.00	\$11.00
16	Hourly Rate	1	Hour	\$11.00	\$11.00
17	Hourly Rate	1	Hour	\$11.00	\$11.00
18	Hourly Rate	1	Hour	\$11.00	\$11.00
19	Hourly Rate	1	Hour	\$11.00	\$11.00
20	Hourly Rate	1	Hour	\$11.00	\$11.00
21	Hourly Rate	1	Hour	\$11.00	\$11.00
22	Hourly Rate	1	Hour	\$11.00	\$11.00
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32	Hourly Rate	1	Hour	\$11.00	\$11.00
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42	Hourly Rate	1	Hour	\$11.00	\$11.00
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45	Hourly Rate	1	Hour	\$11.00	\$11.00
46	Hourly Rate	1	Hour	\$11.00	\$11.00
47	Hourly Rate	1	Hour	\$11.00	\$11.00
48	Hourly Rate	1	Hour	\$11.00	\$11.00
49	Hourly Rate	1	Hour	\$11.00	\$11.00
50	Hourly Rate	1	Hour	\$11.00	\$11.00
51	Hourly Rate	1	Hour	\$11.00	\$11.00
52	Hourly Rate	1	Hour	\$11.00	\$11.00
53	Hourly Rate	1	Hour	\$11.00	\$11.00
54	Hourly Rate	1	Hour	\$11.00	\$11.00
55	Hourly Rate	1	Hour	\$11.00	\$11.00
56	Hourly Rate	1	Hour	\$11.00	\$11.00
57	Hourly Rate	1	Hour	\$11.00	\$11.00
58	Hourly Rate	1	Hour	\$11.00	\$11.00
59	Hourly Rate	1	Hour	\$11.00	\$11.00
60	Hourly Rate	1	Hour	\$11.00	\$11.00
61	Hourly Rate	1	Hour	\$11.00	\$11.00
62	Hourly Rate	1	Hour	\$11.00	\$11.00
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64	Hourly Rate	1	Hour	\$11.00	\$11.00
65	Hourly Rate	1	Hour	\$11.00	\$11.00
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67	Hourly Rate	1	Hour	\$11.00	\$11.00
68	Hourly Rate	1	Hour	\$11.00	\$11.00
69	Hourly Rate	1	Hour	\$11.00	\$11.00
70	Hourly Rate	1	Hour	\$11.00	\$11.00
71	Hourly Rate	1	Hour	\$11.00	\$11.00
72	Hourly Rate	1	Hour	\$11.00	\$11.00
73	Hourly Rate	1	Hour	\$11.00	\$11.00
74	Hourly Rate	1	Hour	\$11.00	\$11.00
75	Hourly Rate	1	Hour	\$11.00	\$11.00
76	Hourly Rate	1	Hour	\$11.00	\$11.00
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78	Hourly Rate	1	Hour	\$11.00	\$11.00
79	Hourly Rate	1	Hour	\$11.00	\$11.00
80	Hourly Rate	1	Hour	\$11.00	\$11.00
81	Hourly Rate	1	Hour	\$11.00	\$11.00
82	Hourly Rate	1	Hour	\$11.00	\$11.00
83	Hourly Rate	1	Hour	\$11.00	\$11.00
84	Hourly Rate	1	Hour	\$11.00	\$11.00
85	Hourly Rate	1	Hour	\$11.00	\$11.00
86	Hourly Rate	1	Hour	\$11.00	\$11.00
87	Hourly Rate	1	Hour	\$11.00	\$11.00
88	Hourly Rate	1	Hour	\$11.00	\$11.00
89	Hourly Rate	1	Hour	\$11.00	\$11.00
90	Hourly Rate	1	Hour	\$11.00	\$11.00
91	Hourly Rate	1	Hour	\$11.00	\$11.00
92	Hourly Rate	1	Hour	\$11.00	\$11.00
93	Hourly Rate	1	Hour	\$11.00	\$11.00
94	Hourly Rate	1	Hour	\$11.00	\$11.00
95	Hourly Rate	1	Hour	\$11.00	\$11.00
96	Hourly Rate	1	Hour	\$11.00	\$11.00
97	Hourly Rate	1	Hour	\$11.00	\$11.00
98	Hourly Rate	1	Hour	\$11.00	\$11.00
99	Hourly Rate	1	Hour	\$11.00	\$11.00
100	Hourly Rate	1	Hour	\$11.00	\$11.00

131 Adachi Fee \$11,000
Estimated FY 2012 Contract \$66,778.70

[Handwritten Signature]

Attach Annex B Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit or Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose.

Annex C

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned Contractor executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

58-1745519 _____
 Federal Work Authorization User Identification Number Date of Authorization

Joseph K. Mulholland _____
 Name of Contractor Name of Project

Decatur County _____
 Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 26th, Apr. 7, 2021 in Bainbridge (city), Georgia (state).

JML

Signature of Authorized Officer or Agent

Joe Mulholland

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 26th DAY OF April, 2021.

Tiffany Bryant

NOTARY PUBLIC

My Commission Expires: December 19, 2022



RESOLUTION OF THE DECATUR COUNTY COMMISSIONER

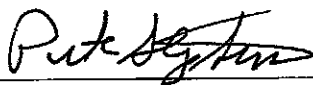
WHEREAS, The District Attorney's Office for the South Georgia Judicial Circuit serves Baker, Calhoun, Decatur, Grady, and Mitchell Counties, and is jointly funded by appropriations from the State Legislature and Baker, Calhoun, Decatur, Grady, and Mitchell Counties, and,

WHEREAS, some, but not all, of the attorney, clerical, and investigative staff employees of the District Attorney's Office are funded by the State of Georgia with all of the fringe benefits of State employees, including medical, dental, and life insurance options, and retirement benefits; and,

WHEREAS, it is equitable and desirable by the District Attorney and the Decatur County Commissioner to offer the same benefits package to all similarly situated employees of the District Attorney's Office;

THEREFORE, BE IT RESOLVED that unless and until such appointment shall be revoked or suspended, the Decatur County Commissioner hereby authorizes and designates the Honorable Joseph K. Mulholland, District Attorney of the South Georgia Judicial Circuit, and his successors, as its designee for the purpose of contracting with the State of Georgia, Department of Administrative Services, in order to comply with the provisions of OCGA § 15-18-20.1, and the District Attorney shall be responsible for transferring to the State that required funds as necessary for all compensation, benefits, travel, and other expenses for all such personnel.

SO RESOLVED, this 22nd day of June, 2021.

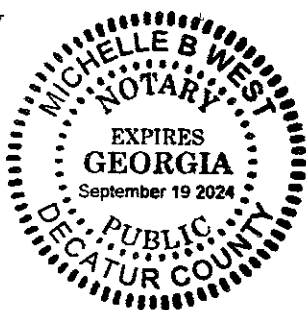


Pete Stephens, Decatur County Commissioner Chairman

ATTEST:



Notary



**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
DECATUR COUNTY
COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July, 2021, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (“Department”), and DECATUR COUNTY, a political subdivision of the State of Georgia (“County”), acting by and through its Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, (“State Offenders”); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County (“Services”).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 180 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department’s SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. County agrees to grant Department access to County’s records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department’s request.

3. Notification of Medical Treatment. County shall notify Department of any State Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. County agrees that it will not hire any employee terminated by Department for misconduct or who resigns from Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Twenty-Two Dollars (\$22.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when a State Offender is not housed at the County facility including when a State Offender is out to court or sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2021 until 11:59 p.m. on June 30, 2022 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If

termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder. In addition, County may terminate this Agreement for any reason by providing thirty (30) days written notice to the Department.

8. Prison Rape Elimination Act. County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 115.12, County further agrees to cooperate with Department in any audit, inspection, or investigation by Department or other entity relating to County's compliance with PREA. Department shall monitor the County's compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and County will provide such documents or records at Department's request. County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Sexual Harassment Prevention. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, Governmental Entity's, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its Governmental Entity's and their employees and sub-contractors will interact with entities of the State of Georgia, their customers, and other Governmental Entities of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all Governmental Entities who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A Governmental Entity, including its employees and sub-contractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Governmental Entity is an individual who is regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:
- (a) Governmental Entity has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Governmental Entity has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Governmental Entity will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Governmental Entity has employees and sub-contractors that are regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:
- (a) Governmental Entity will ensure that such employees and sub-contractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Governmental Entity has provided sexual harassment prevention training in the last year to such employees and sub-contractors and will continue to do so on an annual basis; or Governmental Entity will ensure that such employees and sub-contractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources->

administration/sexual-harassment-prevention/hr-professionals/employee-training (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (c) Upon request of the State, Governmental Entity will provide documentation substantiating such employees and sub-contractor's acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

10. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County: Decatur County Board of Commissioners
Chairman, Pete Stephens
P.O. Box 726
Bainbridge, GA 39818

With a copy to: Decatur County Prison
Warden, Gordon Screen
1153 Airport Road
Bainbridge, GA 39817

If to the Department: Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, Georgia 31029

With a copy to: Robert Toole
Facilities Director
Georgia Department of Corrections
State Office South, Gibson Hall, 1st Floor
P.O. Box 1529
Forsyth, Georgia 31029

11. Reimbursement of Medical Costs.

- a. Department agrees to reimburse County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care (“Emergency Medical Services”). Department’s obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.
- b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.
- c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, “Late Fees”), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.
- d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.
- e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

12. Entire Agreement. This Agreement constitutes the entire agreement and

understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

13. Sole Benefit. Department and County enter into this Agreement for their sole benefit. Department and County do not intend to give any rights pursuant to this Agreement to any other parties.

14. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

15. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

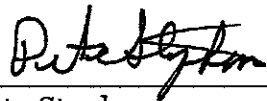
IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel

Date: _____

COUNTY:

By:  _____
Pete Stephens
Chairman

Date: 6-22-2021

FACILITY WARDEN/SUPERINTENDENT

By: _____
Gordon Screen
Warden

Date: _____

Master Consulting Services Agreement

This Master Consulting Services Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2021 (the "Effective Date"), by and between **Decatur County Board of Commissioners, Georgia**, with offices located at **P.O. Box 726, Bainbridge, GA 39818-0726** (hereinafter referred to as either "Client" or "County"), and **Passero Associates, LLC**, with offices located at **4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095** (hereinafter referred to as either "Passero" or "Consultant"). Collectively, Client and Passero are hereinafter referred to as "the Parties" to this Agreement.

Witnesseth:

WHEREAS, Client desires Passero to provide certain professional consulting services as described in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Provision of Services/Method of Project Authorization

- 1.1 This Agreement provides the terms upon which Client may avail itself of the professional consulting services of Consultant from time to time over the period of time specified hereinafter. An introduction to these General Engineering/Consulting Services is attached to this Agreement as Attachment A, entitled "General Engineering/Consulting Services, Decatur County Industrial Air Park, Bainbridge, Georgia."
- 1.2 Passero shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the "Services"). Each Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, Scope of Services, Project Schedule, Deliverables, Compensation Terms and special provisions or conditions specific to the Services or project being authorized (the "Project"). An outline of the Work Order is attached to this Agreement as Attachment B, entitled "Sample Work Order". In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services or Project involved over the conflicting provisions of this Agreement.
- 1.3 Should Client issue a purchase order or other instrument related to Passero's Services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Passero shall indicate the purchase order number on the invoices sent to Client.
- 1.4 Since Passero has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by Client to estimate project construction costs, Passero's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, Passero cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If Client wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by Client will be considered Additional Services which entitle Passero to additional compensation shall be negotiated and mutually agreed upon by the Parties.

- 1.5 If the Services are to include services during construction, any resident engineering, construction, observation, special inspections, or testing provided by Passero is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. Passero neither guarantees nor insures any contractor's work nor assumes responsibility for (i) the means, methods or materials used by any contractor, (ii) Project site safety, or (iii) any contractor's compliance with laws and regulations. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours.
- 1.6 The Services shall be performed by Passero utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than as expressly set forth herein, Passero makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this agreement. Passero shall have no liability for indirect, special, incidental, punitive or consequential damages of any kind.

2. Client's Responsibilities

- 2.1 Client shall provide full information regarding its requirements for the Services or Projects and shall arrange for Passero, its agents and consultants access to the site of work.
- 2.2 Client shall designate a representative authorized to act on its behalf with respect to the Services or Project. Client's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by Passero or furnish information required of Client and, when specifically requested to do so by Passero in writing, Client's authorized representative shall render in writing decisions pertaining thereto promptly so as not to delay the progress of Passero's Services.
- 2.3 Client shall provide Passero, its agents and consultants, access to its records to the extent necessary to perform Passero's obligations hereunder. If any off-site investigations are required, it shall be Client's responsibility to secure the required access rights from site owners.

3. Term of Agreement

The term of this Agreement shall be five (5) years from the date this contract is approved and executed by the Decatur County Board of Commissioners, unless notice of termination is given as set out more fully below.

4. Compensation and Method of Payment

- 4.1 Client shall compensate Passero for the Services on the basis as set forth herein and in each separately issued Work Order.
- 4.2 Passero recognizes that Client is generally exempt from paying sales and other forms of taxes. However, in the event that Client is required by law to pay any sales or similar tax by any governmental authority, Client shall pay any such tax promptly and when due.
- 4.3 Passero shall invoice Client monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable within thirty (30) days of receipt by Client. Client shall notify Passero in writing of any disputed amount contained in an invoice within fifteen (15) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.
- 4.4 Compensation due Passero under this Agreement is due and payable at Passero's offices in St. Augustine, Florida (or at such other location as may be specified by Passero in writing).

4.5 If Client fails to make any payment due Passero for Services and Reimbursable Expenses within thirty (30) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due Passero shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the thirtieth (30th) day; and, in addition, Passero may, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Passero has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without Passero incurring liability due to such suspension. Invoices for services rendered that are funded through Federal or State programs, and for which the OWNER has an active grant, will be due and payable within fifteen (15) days of the OWNER receiving the Federal or State funds associated with the invoice in question. Timely payment of Passero invoices is a strict condition precedent to the assertion of any and all claims. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Passero's services, including but not limited to the services described herein.

5. Delays/Changes

5.1 Any delay or default in the performance of any obligation of Passero under this Agreement resulting from any cause beyond Passero's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of Passero as long as performance is delayed or prevented thereby, and the compensation due Passero hereunder shall be equitably adjusted.

5.2 During the performance of the Services hereunder, Client shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional services by Passero, then, upon completion of such additional services, Passero shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

6. Direct Personnel Expenses Defined

6.1 Direct Personnel Expenses are defined as the cost of salaries of employees of Passero engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits.

7. Reimbursable Expenses Defined

7.1 Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by Passero, its employees, or its consultants in the interest of the Services or Project including but not limited to:

7.2 Transportation and subsistence of Project personnel, consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproduction and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other materials and expendable supplies directly used with respect to the Project.

7.3 Any other provision of this Section 7 notwithstanding, Reimbursable Expenses are limited to the amounts set forth in each Work Order.

8. Insurance

8.1 Passero agrees to maintain the following insurance coverages during the performance of its Services under this Agreement:

Type	Coverage
Worker's Compensation and Employer's Liability	Statutory
General Liability – Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000 / \$1,000,000
Automobile Liability – Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000 / \$1,000,000
Professional Liability (including errors and omissions)	\$1,000,000 / \$1,000,000

8.2 Upon request, Passero shall provide Client with a certificate of insurance indicating that the above-described coverages are in effect.

8.3 **Limitation of Liability:** The County agrees, to the fullest extent permitted by law, to limit the Consultant's professional liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, to the total amount of \$100,000, or the amount of the Consultant's fee on a specific project (whichever is greater).

9. Termination/Suspension

9.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, Passero shall be compensated, as provided herein, for Services performed through receipt of such written notice of termination, together with Reimbursable Expenses then due.

9.2 If the Project is suspended for more than thirty (30) consecutive days, Passero shall be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses then due. When the Project is resumed, Passero's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Passero's Services.

10. Use of Documents and Electronic Deliverables

10.1 All Documents and Electronic Deliverables created by Passero during its' assignment to the County shall become property of the County. All Documents are recognized as instruments of Service in respect to this Project, and Consultant shall also retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

10.2 Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as "hard copies") that are signed and sealed by Consultant. Electronic files of text, data, graphics, or other types that are furnished by Consultant ("Electronic Deliverables") to Client are only for convenience of Client. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the Client's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

10.3 When transferring Electronic Deliverables, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

10.4 Client may make and retain copies of Electronic Deliverables for information and reference in connection with use on the Project by Client. Such Electronic Deliverables are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Consultant is providing such Documents and Electronic Deliverables for Client's use only for this Project. Any reuse or modification of Electronic Deliverables without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant or Consultant's subconsultants. Any verification or adaptation by Consultant of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates agreed upon by Client and Consultant.

11. Hazardous Substances

11.1 Client recognizes that the Project site may involve the presence of hazardous, toxic or pollutive substances. Passero has no responsibility for the condition of the Project site or the handling, storage or disposal of any substance or materials from any Project site or otherwise.

12. Equal Opportunity Employer

12.1 Passero is an equal opportunity employer. Passero does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era, or disabled individuals.

13. Contingent Fees

13.1 Passero warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for Passero, whose fee, commission, percentage, gift, or other consideration from Passero is contingent upon, or results from, that person's or entity's procuring this Agreement.

14. Construction

14.1 This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Georgia.

15. Venue, Dispute Resolution

15.1 Client and Passero agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Decatur County, Georgia.

15.2 In the event of a dispute between the County and Consultant, the parties agree to negotiate in good faith, having such written and oral communications as are appropriate, in an attempt to resolve said dispute. Disputes not resolved through a good faith effort, shall be submitted to non-binding mediation, prior to each party's right to initiate litigation.

16. Dispute Costs

16.1 In the event litigation shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses and attorneys' fees which may be incurred on account

of such litigation, as well as at every stage of any such proceedings from the time such dispute first arises through trial, arbitration or other proceedings and all appellate processes.

17. Successors and Assigns

17.1 Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors, and assigns. Passero will not assign this Agreement in whole or in part, or delegate any of its responsibilities hereunder to any third party, without the express written consent of the Client, which consent shall not be unreasonably withheld.

18. Entire Agreement

18.1 This Agreement and the exhibits hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon Client or Passero unless reduced to writing and signed by both Parties. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

19. Partial Invalidity

19.1 If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. Notices

20.1 Any notice, demand, request, or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinabove given.

20.2 Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be provided to the following:

To Client:
Pete Stephens, Chairman
Decatur County Board of Commissioners
P.O. Box 726
Bainbridge, GA 39818

To Consultant:
Bradley J. Wentz, P.E., V.P.
Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

21. No Partnership

21.1 Nothing contained in this Agreement shall or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between Client and Passero, and they are and shall remain independent contractors one as to the other.

22. **Counterparts**

22.1 This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

23. **Additional Provisions**

23.1 Confidentiality: The County requires that Passero exercise reasonable care in order to protect the Airport business operations from other Airports in similar business enterprise.

23.2 Right of Refusal: The County has the right to refuse Passero's assignment of subconsultant contracts to any subcontractor not acceptable by the County.

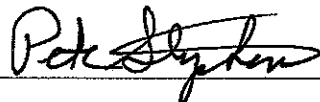
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

"Client"

"Consultant"

Decatur County Board of Commissioners

Passero Associates, LLC

By: 

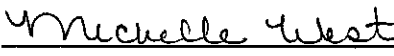
By: _____

Typed Name: Pete Stephens, Chairman

Typed Name: Bradley J. Wentz, P.E., Vice President

Attest:

Attest:

By: 
Typed Name: Michelle West
Title: County Clerk

By: _____
Typed Name: Michael R. Joseph, P.E.
Title: Program Manager

Date: 6-22-2021

Date: _____

(CORPORATE SEAL, optional)

(CORPORATE SEAL, optional)

Attachment A
Scope of Work
General Engineering/Consulting Services
Decatur County Industrial Air Park
Bainbridge, Georgia

Scope of Work - General Engineering/Consulting Services

Decatur County Industrial Air Park, Bainbridge, Georgia

I. General

The General Engineering/Consulting (GEC) Services to be provided shall be on a continuing basis. Specifically, authorized GEC services shall be described in separate work orders. The Consultant shall prepare each work order and forward it to the **Decatur County Board of Commissioners** for review, action, and approval. Consultant shall not proceed on projects until receipt of written authorization to proceed from the County. If Consultant does proceed prior to receipt of written authorization, Consultant services may not be eligible for payment from the County.

Scope of work, fees, and schedule for each phase of the development program (or a specific project within a development program) shall be set forth in each work order. If there are any inconsistencies between the Master Consulting Services Agreement and a work order, the work order shall govern.

Professional services shall be divided into two categories of services, in accordance with industry standards: 1 – Basic Services, and 2 – Special Services. Basic Services shall be completely defined within each work order by a scope, lump sum fee, schedule, and deliverables. Special Services are services that can reasonably be anticipated to become a part of the project before the start of a project, however, these services can only be defined at a later date in the development program (or project). Special Services such as wetland delineation/flagging, survey and mapping of flagged areas would be considered as one example of this type of service, as the exact wetland boundaries (and size) cannot be determined at the start of a project. Special Services shall be performed as approved by the County in writing, and as funds are available. If requested by the County, a preset fee for anticipated Special Services shall be included in work order(s). If additional funding is required due to project conditions, field conditions or other information, the County and Consultant shall either modify the program (or project) or the County shall commit additional funding.

The sections that follow describe potential forms of professional General Engineering/Consulting Services to be provided.

II. Program Management Services

In general, Program Management (PM) services involve the detailed coordination of individual projects within overall development programs, including a continuing review of active development procedures relating to specific County goals and objectives. Specifically, PM services provide the County with program/project direction, consulting, and review from initial program concepts to final project closeout. PM services also provide multi-disciplined, multi-sponsored project coordination (i.e., projects “by others”), to update the County on “other” development programs that may have an effect (or interaction) on County programs. PM services may be assigned by the County for programs related to the Airport. Specifically, PM services may consist of the following:

1. Providing consultation with County on both overall development program and specific project requirements, finances, schedules, and other pertinent matters early in the life (and throughout the life) of the program (or project).
2. Review programs (and projects) in accordance with FAA and GDOT Airport design standards, recommendations, advisories, regulations, and orders.
3. Coordination with the FAA, GDOT, County, the general public, and other concerned agencies involved with the Airport and other development programs within the County.
4. Conducting and attending progress meetings.
5. Conducting and attending public information meetings, public hearings, and other associated presentations.
6. Collecting data necessary to prepare financial, planning, environmental, architectural, engineering, and other feasibility studies.

7. Conducting grants-related research and/or administration throughout the life of the program/project, including the preparation of necessary applications for local, state, and federal grant programs and studies.
8. Any other program management-related services, as requested by County and agreed to by Consultant.

III. Engineering Design and Construction Phase Services

As directed, the GEC will provide engineering design and construction-phase services. In general, the GEC shall provide technical services, prepare interim reports, and provide status update presentations as each portion of a development program progresses, for County review and comment.

Engineering design and construction phase services may consist of the following:

1. Civil engineering.
2. Site engineering.
3. Environmental engineering and storm water management.
4. Structural, mechanical, electrical, and plumbing engineering.
5. Transportation and traffic planning and engineering (including drainage analysis).
6. Architectural design and interior design services.
7. Landscape architecture services.
8. Bid preparation, review, and recommendation of award.
9. Construction administration and resident engineering/owner's representative services.
10. Design-build coordination, management, and construction administration.
11. Value engineering.
12. Geotechnical investigation.
13. Topographic surveying.
14. Any other engineering design and construction phase services, as requested by County and agreed to by Consultant.

IV. Planning Services

As directed, the GEC will provide planning-related services. In general, the GEC shall prepare technical studies, feasibility studies, interim reports, and provide status update presentations as each portion of a development program progresses for County review and comment.

Planning services may consist of the following:

1. Project feasibility, operational and financial planning.
2. Airport Master Plans and Airport Layout Plans.
3. Transportation and traffic planning.
4. Recreational facility planning.
5. Drainage master planning.
6. Environmental Assessments and Environmental Impact Statements.
7. Noise compatibility studies, noise measurement and monitoring.
8. Financial studies.
9. Economic development and/or impact studies.

10. Assistance with state and federal-level MBE/DBE Programs.
11. Annual updates of the Airport Capital Improvement Program (CIP).
12. Monitor and update tenant lease exhibits.
13. Participate in public information programs and/or public hearings relating to airport planning and development, and other development programs.
14. Monitor and maintain ground and aerial surveys.
15. Any other planning-related services, as requested by County and agreed to by Consultant.

V. Staff Extension Services

Staff Extension Services may consist of small projects, day-to-day professional services, continuing long-term assignments, or miscellaneous services that are needed in an immediate manner. Therefore, the formulation of a new work order may neither be prudent nor possible. A preset hourly fee shall be established when assigning staff extension services. In most cases, the consultant shall "draw down" on a not-to-exceed fee, as directed by the County. If additional Staff Extension Services are desired or required beyond the initial pre-set fee, the Consultant will notify the County before the entire preset fee is exhausted, and an additional fee may be assigned by the County to allow a continuation of services.

Attachment B

Sample Work Order

**Decatur County Industrial Air Park
Bainbridge, Georgia**

Sample Work Order 2021-01

Project: Sample Project

Passero Associates (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the Decatur County Board of Commissioners, dated _____, 2021, all of which terms and conditions are incorporated herein by reference:

Project Location: Decatur County Industrial Air Park (BGE), Bainbridge, Georgia.

Project Description: Sample Project.

Scope of Basic Services: See Attachment "Exhibit A Scope of Work."

Scope of Special Services: N/A

Client Manager: Alan Thomas, County Administrator, Decatur County

Airport Manager: Tommy Johnson

PA Program Manager: Michael Joseph, P.E.

Basic Services Compensation and Method of Payment: Lump Sum Fee \$XXX.XX. See "Exhibit B Cost Summary."

Special Services Compensation and Method of Payment: N/A

Schedule: Services to begin upon receipt of fully-executed Work Order, or when Notice-to-Proceed is issued by GDOT.

Meetings: TBD. See Attachment "Exhibit A Scope of Work."

Deliverables: TBD. See Attachment "Exhibit A Scope of Work."

Other Considerations (if applicable): N/A

"Client"

Decatur County Board of Commissioners

By: _____

Name: Pete Stephens

Title: Chairman

Attest:

By: _____

Name: Michelle West

Title: County Clerk

"Consultant"

Passero Associates, LLC

By: _____

Name: Bradley J. Wente, P.E.

Title: Vice President

Attest:

By: _____

Name: Angela Witt

Title: Contracts/Grants Administrator



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

July 30, 2021

The Honorable Pete Stephens, Chairman
Decatur County Board of Commissioners
P.O. Box 726
Bainbridge, GA 39818

In Re: AP022-90CR-32(087) Decatur
PID - T007635
Contract Amount - \$13,000.00

Dear Chairman Stephens:

Transmitted herewith is the fully executed CRRSA Act contract between the Department and the Decatur County Board of Commissioners. The attached document also serves as your formal Notice to Proceed. This contract represents an allocation made to the Decatur County Board of Commissioners for the purpose of maintaining safe and efficient airport operations, and as an offset of a decline in revenues arising from diminished airport operations and activities as a result of COVID-19.

Expenses such as payroll, debt service, and operating expenses incurred, up to the approved contract amount, beginning on January 20, 2020, through June 30, 2022, will be permitted under this CRRSA Act contract to support your airport operations. We request you submit pay request(s) and supporting documentation as soon as possible to your Aviation Project Manager for processing. Attached please find examples and frequently asked questions regarding supporting documentation needed for payment.

Please contact Ronnie Hall, Aviation Project Manager, at (229) 325-0021 or Corzetta Motley, at (404) 631-1073, if you have any questions.

Sincerely,

Leigh Ann Trainer

Digitally signed by Leigh Ann Trainer
DN: c=US, e=leightrainer@gdot.ga.gov,
o=GDOT, ou=Division of Intermodal,
cn=Leigh Ann Trainer
Date: 2021.07.30 16:42:49-0400

Leigh Ann Trainer, Assistant Director
Division of Intermodal

LAT:jds

Enclosures

**GEORGIA DEPARTMENT OF TRANSPORTATION
CRRSA ACT CONTRACT**

NOTICE TO PROCEED

PROJECT NUMBER: AP022-90CR-32(087)

EFFECTIVE DATE: JULY 29, 2021

COUNTY: DECATUR

PID NO.: T007635

DATE CONTRACT EXECUTED: JULY 29, 2021

CRRSA Act Airport Funding-Frequently Asked Questions-Invoicing and Payments

Under CRRSAA, FAA will reimburse for **operational expenses** directly related to the airport incurred **on or after January 20, 2020**; and will reimburse for **debt service payments** directly related to the airport that were due **on or after December 27, 2020**.

1. What documentation is required to support CRRSA Act funding request for payment?

Examples of underlying payment request documentation are:

- Invoices (demonstrating that the goods or services provided directly relate to the airport);
- Bills (demonstrating that the goods or services provided directly relate to the airport);
- Time and effort reports;
- Payroll reports from the payroll system of record;
- General ledger reports and subsidiary ledger reports;
- Current and approved indirect cost rate agreement; or
- Most recently approved local or statewide cost allocation plan.

2. Can an airport sponsor submit a copy of a monthly payroll report as supporting documentation?

Yes, provided it captures payroll costs at a level sufficient to distinguish funding sources, hours worked, and program/project/tasks/activities completed, and excludes payroll costs incurred prior to January 20, 2020. It is suggested to provide details on any cost or funding codes that may not be readily identified.

3. Can an airport sponsor request 100 percent of the available CRRSA Act funds and use the funds to pay expenses over the next several months?

No. Payment requests must be submitted for incurred expenses only. Requesting funds for reimbursement prior to incurring the invoiced expense is not consistent with the FAA's Payment Policy and will result in an improper payment that may have to be repaid.

4. How can airport sponsors that participate in the FAA Contract Tower Program use the funds they receive?

Under CRRSA, airport sponsors of non-primary airports that participate in the FAA Contract Tower Program may use these funds to cover any lawful costs associated with supporting their FAA contract tower operations (such as payroll, utilities, service contracts, and items generally having a limited useful life, including personal protective equipment and cleaning supplies).

5. Can airport sponsors that participate in the FAA Contract Tower Program use other CRRSA funds for costs related to contract tower operations?

Yes. Airport sponsors may use other CRRSA funding to support contract tower operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens, and debt service payments. However, they cannot use the funding received specifically for contract towers for any other purpose.

AGREEMENT
FOR
THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
One Georgia Center
600 W. Peachtree St., NW
Atlanta, GA
AND
DECATUR COUNTY
PROJECT NUMBER: AP022-90CR-32(087) DECATUR
PID-T007635

THIS AGREEMENT entered into 7/29/2021, (its "Effective Date"), by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the "**DEPARTMENT**," and **DECATUR COUNTY**, hereinafter called the "**SPONSOR**," which has been duly authorized to execute this AGREEMENT (collectively "**PARTIES**").

WHEREAS, on December 27, 2020, The Coronavirus Response and Relief Supplemental Appropriations Act ("**CRRSA Act**") (Public L. 116-260) was enacted through which \$1,510,648 in funding was allocated to the **DEPARTMENT** for formulaic distribution to eligible general aviation airport sponsors in Georgia through the Federal Aviation Administration's ("**FAA's**") Airport Coronavirus Response Grant Program ("**ACRGP**"); and

WHEREAS, the **SPONSOR** has applied through the **DEPARTMENT** to receive funding under the **CRRSA Act** ("**ALLOCATION**") through the submission of an **ACRGP APPLICATION** ("**APPLICATION**"); and

WHEREAS, through the submission of this **APPLICATION**, **SPONSOR** has accepted the terms of the **FAA's ALLOCATION** offer to utilize its funding in a manner that fully complies with the **CRRSA Act**, other federal laws and regulations, and applicable **FAA** program requirements; and

WHEREAS, the **DEPARTMENT** has relied upon **SPONSOR'S** representations in the **APPLICATION** to make the **ALLOCATION** available to the **SPONSOR** through a written **AGREEMENT** between the **PARTIES**; and

WHEREAS, pursuant to O.C.G.A. §§ 32-2-2 and 32-9-7, the **DEPARTMENT** is authorized to participate in such an undertaking; and,

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

**ARTICLE I
ALLOCATION AND UTILIZATION**

- 1. Purpose of Allocation.** This ALLOCATION is made to SPONSOR through the ACRGP for the purpose of preventing, preparing for, and responding to the COVID-19 pandemic in the manner set forth herein. This AGREEMENT covers the obligations of the DEPARTMENT and the SPONSOR in connection with the CRRSA Act funds to the DEPARTMENT for operating assistance for federally obligated airports and the terms and conditions of this ALLOCATION. The SPONSOR shall use the ALLOCATION provided by the DEPARTMENT exclusively for the operation of SPONSOR'S publicly-owned public-use airport service. The ALLOCATION made pursuant to this AGREEMENT is in addition to any FAA funds that previously have been provided to the SPONSOR by the DEPARTMENT for Fiscal Years 2020 and 2021.
- 2. Allocation.** SPONSOR shall receive an ALLOCATION through the ACRGP in an amount up to Thirteen Thousand and 00/100 dollars (\$13,000.00) to be utilized in the manner set forth in the EXHIBIT A, SPONSOR'S Airport Operating Expenses - Budget, which is made a part of this AGREEMENT as if fully set out herein. This ALLOCATION is being provided at a 100% federal share for which no local match is required. No repayment of any or all of the ALLOCATION shall be required by the SPONSOR if the ALLOCATION is used in conformity with the CRRSA Act, other federal laws and regulations, applicable FAA program requirements, and the terms of this AGREEMENT.
- 3. Utilization.** All funds provided pursuant to this AGREEMENT shall be used exclusively by SPONSOR for maintaining safe and efficient airport operations as follows:
 - a. Such utilization shall include reimbursement of SPONSOR'S eligible operational and maintenance expenses incurred on or after January 20, 2020, which include costs related to airport operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport.
 - b. ALLOCATION funding may be utilized for debt service payments due from the SPONSOR on or after December 27, 2020.
 - c. As may be applicable under this AGREEMENT, the following special conditions shall apply to use of the SPONSOR'S ACRGP ALLOCATION :
 - i. Rolling Stock/Equipment:

- 1) Equipment of Vehicle Replacement. The SPONSOR agrees that when funds provided by this ACRGP ALLOCATION, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
- 2) Equipment Acquisition. The SPONSOR agrees that for any equipment acquired with funds provided by this ACRGP ALLOCATION, such equipment shall be used solely for purposes directly related to the airport.
- 3) Low Emission Systems. The SPONSOR agrees that vehicles and equipment acquired through with funds under this ACRGP ALLOCATION:
 - a) Will be maintained and used at the airport for which they were purchased; and,
 - b) Will not be transferred , relocated, or used at another airport without the advance written consent of the FAA.

The SPONSOR further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

ii. Utilities and Land:

- 1) Utilities Proration. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable costs of utilities incurred by the SPONSOR to operate and maintain the airport(s) included in the ACRGP ALLOCATION must not exceed the percent attributable to the capital or operating costs of the airport.
- 2) Utility Relocation in ALLOCATION. The SPONSOR understands and agrees that:
 - a) The United States will not participate in the cost of any utility relocation unless and until the SPONSOR has submitted evidence satisfactory to the FAA that the SPONSOR is legally responsible for payment of such costs;
 - b) FAA participation is limited to those utilities located on-airport or off-airport only where the SPONSOR has an easement for the utility; and,
 - c) The utilities must serve a purpose directly related to the airport.
- 3) Land Acquisition. Where funds under the ACRGP ALLOCATION are used to acquire land, the SPONSOR shall record this AGREEMENT, including the ACRGP Assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

iii. Federal Control Towers. Any funds provided through the ALLOCATION for lawful expenses to support Federal Control Tower (“FCT”) operations shall be used by the SPONSOR in accordance with the CRRSA Act. Use of these funds is expressly limited to the following:

- 1) Expenses incurred by the SPONSOR on or after December 27, 2020, to support FCT operations such as payroll, utilities, cleaning, sanitization, janitorial services, service contracts, and combatting the spread of pathogens, which may include items generally having a limited useful life, including personal protective equipment and cleaning supplies, as well as debt payment services; and,
- 2) Eligible equipment for FCT operations defined in *FAA Reauthorization Program Guidance Letter 19-02*, Appendix A: FCT Minimum Equipment List, acquired on or after December 27, 2020.

The SPONSOR may not use funds allocated for FCT operations for other airport purposes. Funds not expended for lawful expenses to support FTC pursuant to this Article are subject to recovery from the SPONSOR by the FAA.

- d. As a special condition to receiving an ALLOCATION under this AGREEMENT, the SPONSOR acknowledges the enactment on January 21, 2021, of Executive Order 13998, *Promoting COVID-19 Safety in Domestic and International Travel*, requiring the Secretary of Transportation to mandate masks be worn in compliance with the CDC Order in airports (https://www.cdc.gov/quarantine/pdf/Mask-Order-CDC_GMTF_01-29-21-p.pdf) consistent with applicable law. In furtherance of the objectives of this Executive Order, the Sponsor shall implement a policy requiring all persons wear a mask, in accordance with the above CDC Order and TSA Security Directive (<https://www.tsa.gov/coronavirus>), as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998 is no longer effective. Failure to comply with this special condition may result in suspension of payments or termination of the ALLOCATION under this AGREEMENT consistent with 2 CFR §§ 200.339 and 200.340.
- e. The SPONSOR shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.

4. Parameters Governing Use. By entering into this AGREEMENT, SPONSOR expressly agrees to the following:

- a. The maximum amount the DEPARTMENT shall be obligated to pay for eligible operational maintenance expenses for the period beginning **January 20, 2020 and ending June 30, 2022, and** for debt service and FCT expenses from the period beginning **December 27, 2020, and ending June**

30, 2022, is the total amount of ALLOCATION, which is Thirteen Thousand and 00/100 dollars (\$13,000.00). If the total eligible estimated operational maintenance expenses and debt service and FCT payments for this period is less than this amount, then the DEPARTMENT shall only be required to pay one hundred percent (100%) of the total incurred eligible costs.

- b. Unless as otherwise provided in this AGREEMENT, any line item in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement; provided, however, that the DEPARTMENT'S total maximum obligation under this AGREEMENT will not be changed.
- c. SPONSOR will comply with all applicable federal, state and local law and regulations in the execution of this AGREEMENT, as well as the terms and conditions required by FAA under the ACRGP, the CRRSA Act and as those regulations and requirements included in the Federal Office of Management and Budget Uniform GRANT Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act.
- d. Funding provided for under this AGREEMENT shall be governed by the same principles applicable to "airport revenue" as set forth in the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330).
- e. In the event that other sources of COVID-19 relief funds become available to the SPONSOR, nothing in this AGREEMENT shall be construed to prohibit SPONSOR from availing itself to any such funds; provided, however, SPONSOR shall not seek funding reimbursement through the DEPARTMENT for expenses that have been or will be reimbursed to SPONSOR under any other source, including, but not limited to other federal, state or local programs and insurance.

5. Obligation by the DEPARTMENT. No entity of the State of Georgia other than the DEPARTMENT has any obligation to the SPONSOR related to this AGREEMENT. This AGREEMENT does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FAA for the ACRGP under the CRRSA Act.

ARTICLE II PAYMENTS

1. Reimbursements. The SPONSOR shall submit to the DEPARTMENT monthly invoices for reimbursement for payments subject to this AGREEMENT, providing in reasonable detail, the actual eligible operational and maintenance expenses and debt service and FTC payments incurred by the SPONSOR for the invoice period. In making its monthly submission, the SPONSOR shall submit invoices for FCT funds separately from any other invoices for funds provided as part of the ALLOCATION. After review and approval as appropriate of

such invoices, the DEPARTMENT will make payment to the SPONSOR pursuant to this ARTICLE but not more than once a month. Payments will be made by the DEPARTMENT for eligible expenses incurred by the SPONSOR, less any previous partial payments. SPONSOR understands and agrees that under no circumstances will the DEPARTMENT be responsible or obligated to pay SPONSOR more than the ALLOCATION amount provided by the ACRGP through the CRRSA Act and as set forth in this AGREEMENT.

2. **Final Payment and Project Closeout.** If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after **June 30, 2022** expiration date of this AGREEMENT, the DEPARTMENT may, at its discretion, consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings for the ALLOCATION. If any costs covered under the terms of this AGREEMENT are disallowed by the DEPARTMENT, the SPONSOR, and not the DEPARTMENT shall be responsible for such disallowed costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of funds owed the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation as set out in Article I of this AGREEMENT. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this AGREEMENT and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said AGREEMENT.
3. **Auditing.** As may be requested by the DEPARTMENT, SPONSOR shall submit for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request, the SPONSOR also shall provide one copy of the completed audit directly to the DEPARTMENT.
4. **Improper Use of Federal Funds.** The SPONSOR must take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this AGREEMENT, the ACRGP, the CRRSA Act, or any other provision of applicable law. For the purposes of this AGREEMENT, the term "Federal funds" means funds however used or dispersed by the SPONSOR, that were originally paid pursuant to this or any other Federal agreement(s). The SPONSOR must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the FAA Secretary. The SPONSOR must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the SPONSOR, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

ARTICLE III

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work resulting in expenditures that are reimbursable under this AGREEMENT, without the prior written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV

CODE OF ETHICS

No member, officer, or employee of the SPONSOR during his or her tenure or one year thereafter shall have any interest, direct or indirect in this AGREEMENT or the proceeds thereof the SPONSOR agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third-party contracts, sub-agreements, or leases financed with Federal/State assistance.

ARTICLE V

RECORDKEEPING AND REVIEW OF RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to the eligible expenses reimbursed in operating the SPONSOR'S publicly-owned public-use airport. The SPONSOR agrees to make such material available at all reasonable times during this period of AGREEMENT and for three years from the date of the final payment, for the inspection by the DEPARTMENT and any reviewing agencies, and copies of any such materials shall be provided upon request.

ARTICLE VI

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent allowed by law, SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR under this AGREEMENT.

To the extent allowed by law, the SPONSOR hereby indemnifies and agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and reimbursed under this AGREEMENT or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR.

**ARTICLE VII
CONTRACT DISPUTES**

This AGREEMENT shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

**ARTICLE VIII
TERMINATION FOR CAUSE AND FOR CONVENIENCE**

The DEPARTMENT reserves the right to terminate this AGREEMENT at any time for just cause or for any cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

**ARTICLE IX
COMPLIANCE WITH APPLICABLE LAWS**

- A. IT IS FURTHER AGREED that SPONSOR'S compliance with the terms of this AGREEMENT shall include full adherence with the "ACRGP Assurances" set forth in EXHIBIT B of this AGREEMENT.
- B. The undersigned certify that the provisions of O.C.G.A. §§ 45-10-20 through 45-10-29 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.
- C. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in EXHIBIT C of this AGREEMENT.
- D. IT IS FURTHER CERTIFIED that the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 relating to the "DRUG-FREE WORKPLACE ACT" have been complied with in full, as stated in EXHIBIT D of this Agreement.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require any subcontractors and third-party operators to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT E, CERTIFICATION OF SPONSOR, attached hereto and made a part of this AGREEMENT.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, attached hereto as EXHIBIT G.
- G. IT IS FURTHER AGREED that the SPONSOR shall comply with requirements in CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto as EXHIBIT H.
- H. IT IS FURTHER AGREED that the SPONSOR shall comply with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT I, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.

- I. IT IS FURTHER AGREED that SPONSOR shall comply with the Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy, as stated in EXHIBIT J of this Agreement.
- J. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, <https://www.federalregister.gov/documents/2009/10/06/E9-24203/federal-leadership-on-reducing-text-messaging-while-driving>, incorporated by reference and made a part of this Agreement.
- K. The SPONSOR shall comply with the provisions of O.C.G.A. § 16-10-6 relating to the sale of real or personal property to an employing local authority or employing political subdivision (or agencies thereof) by an officer or employee.
- L. Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- M. EXHIBITS A through J are attached hereto and incorporated herein by reference.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto. In the event that there is a conflict between the language of this AGREEMENT and the CRRSA Act, the language of the CRRSA Act shall be controlling.


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IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF
TRANSPORTATION BY:

DATE: 7/29/2021

DocuSigned by:
Russell R McMurry
76D6577D00644FA...
COMMISSIONER

ATTEST: 
B2ED3C3CC83240B... (SEAL)

DECATUR COUNTY:

DATE: 7/16/2021

DocuSigned by:
Pete Stephens
69BA7ABB4DE14A2...
Chairman

Pete Stephens
PRINTED NAME


THIS CONTRACT APPROVED BY:

DECATUR COUNTY

AT A MEETING HELD AT:

6/22/2021

DATE: 7/16/2021

DocuSigned by:

CD2931959C95404...
CLERK (SEAL)

586000813
FEDERAL ID/IRS#

**DECATUR COUNTY INDUSTRIAL AIR PARK
BAINBRIDGE, GEORGIA**

EXHIBIT A

AIRPORT OPERATING EXPENSES - BUDGET

T007635 AP022-90CR-32(087) DECATUR

ITEM	EXPENSE	UNIT COST	ESTIMATED TOTAL COST/EXPENSE	FEDERAL PARTICIPATION %	FEDERAL FUNDS
Federal Funds FY21 - SBGP-040-2021					
1	UTILITIES	\$1.00	\$0.00	100%	\$0.00
2	INSURANCE	\$1.00	\$0.00	100%	\$0.00
3	GROUNDS REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
4	VEHICLE/EQUIPMENT REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
5	BUILDING REPAIRS & MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
6	COMPUTER/SOFTWARE MAINTENANCE	\$1.00	\$0.00	100%	\$0.00
7	SUPPLIES/INVENTORY/MATERIALS	\$1.00	\$0.00	100%	\$0.00
8	VEHICLE/EQUIPMENT RENTAL	\$1.00	\$0.00	100%	\$0.00
9	AUTO FUEL	\$1.00	\$0.00	100%	\$0.00
10	EMPLOYEE SALARY - FT/PT/OT	\$1.00	\$0.00	100%	\$0.00
11	EMPLOYEE BENEFITS	\$1.00	\$0.00	100%	\$0.00
12	TRAINING/EDUCATION	\$1.00	\$0.00	100%	\$0.00
13	COMMUNICATIONS	\$1.00	\$0.00	100%	\$0.00
14	TRAVEL	\$1.00	\$0.00	100%	\$0.00
15	ACCOUNTING	\$1.00	\$0.00	100%	\$0.00
16	LEGAL SERVICES	\$1.00	\$0.00	100%	\$0.00
17	AVIATION FUEL	\$1.00	\$13,000.00	100%	\$13,000.00
18	DUES/FEES/SUBSCRIPTIONS	\$1.00	\$0.00	100%	\$0.00
19	LICENSES/CERTIFICATIONS	\$1.00	\$0.00	100%	\$0.00
20	OTHER ELIGIBLE EXPENSES	\$1.00	\$0.00	100%	\$0.00
21	ELIGIBLE CONTRACT TOWER EXPENSES	\$1.00	\$0.00	100%	\$0.00
TOTAL PROJECT					\$13,000.00

<u>FAA Federal Grant and FAIN #</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-040-2021	5/17/2021	\$13,000.00	22159
Total Maximum Obligation of Federal Funds this Contract:		\$13,000.00	

EXHIBIT B

**ACRGP ASSURANCES
AIRPORT SPONSORS**

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ¹
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACRGP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers

necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, SPONSOR hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

- B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated February 17, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those

relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

EXHIBIT C

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am the duly authorized representative of DECATUR COUNTY whose address is 203 WEST BROUGHTON STREET, BAINBRIDGE, GA 39817, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

7/16/2021

Date

DocuSigned by:



Signature

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the Chairman and duly authorized representative of the firm of DECATUR COUNTY whose address is 203 WEST BROUGHTON STREET, BAINBRIDGE, GA 39817. I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 Federal 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, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

7/16/2021

Date

DocuSigned by:

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Signature

EXHIBIT F

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

7/29/2021

Date

DocuSigned by:

Russell R McMurry

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Commissioner, Georgia Department of Transportation

EXHIBIT G

PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Chairman and duly authorized representative of DECATUR COUNTY, whose address is 203 WEST BROUGHTON STREET, BAINBRIDGE, GA 39817, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

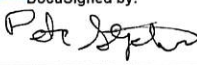
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.


I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

7/16/2021

Date

DocuSigned by:


60BA7ABB1DE14AZ...
Signature

DocuSigned by:


CD2831353C33484... (SEAL)
Clerk

**INSTRUCTIONS FOR
EXHIBIT G CERTIFICATION**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Exhibit G.
2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Exhibit G, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT H
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of DECATUR COUNTY whose address is 203 WEST BROUGHTON STREET, BAINBRIDGE, GA 39817, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date 7/16/2021

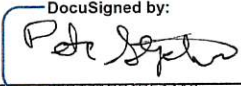
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EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	DECATUR COUNTY
Solicitation/Contract No./ Call No. or Project Description:	T007635/AP022-90CR-32(087), CRRSA Act

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

67807
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

11/14/2007
Date of Authorization

DECATUR COUNTY
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Pete Stephens

Chairman

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

DocuSigned by:

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Signature (of Authorized Officer or Agent)

7/16/2021
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 7/16/2021

DocuSigned by:

4D1UZZ80CA3247A...
Notary Public [NOTARY SEAL]

My Commission Expires: 8/24/2024

EXHIBIT J

**CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S
SEXUAL HARASSMENT PREVENTION POLICY**

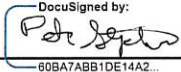
The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors’ acknowledgment of the State of Georgia’s Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: 
60BA7ABB1DE14A2...

Name: **Pete Stephens**

Position: **Chairman**

Company: **DECATUR COUNTY**

RESOLUTION OF THE DECATUR COUNTY BOARD OF COMMISSIONERS

AUTHORIZATION TO ACCEPT GDOT CONTRACT FOR CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATION ACT (CRRSAA) FOR COSTS ASSOCIATED WITH OPERATIONAL EXPENSES AT THE DECATUR COUNTY INDUSTRIAL AIR PARK AIRPORT

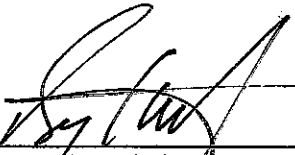
WHEREAS, Decatur County will receive a contract from the Georgia Department of Transportation (GDOT) for Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) for 100% of reimbursement of eligible operational expenses in the amount of \$13,000; and

NOW, THEREFORE, BE IT RESOLVED THAT the Decatur County Board of Commissioners authorizes the Chairman, County Attorney and Staff to sign such documents that may be necessary to complete this project and accept a contract from the GDOT for 100% of FAA funds.

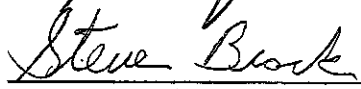
Adopted this 22nd day of June, 2021.



Chairman, Board of Commissioners



County Commissioner




County Commissioner



County Commissioner

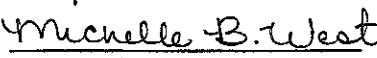


County Commissioner



County Commissioner, Dennis Brinson

ATTEST:



County Clerk



Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

P.O. Box 246 / 112 W. Water St

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

6/17/2021

E & R / NOD - Mobile Home Tax Digest

2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
EL00 19C	Benton, Shirley A	\$ 960.00	\$ 1.00	Mobile home destroyed in storm 10/18. SV at \$1.00 until removed from property.
102 34A	Jones, Gregory & Linda Joyce	\$ 4,617.00	\$ 874.00	Appeal finalized. Refund \$46.75.
62A 29	Walley, Ava Lee	\$ 14,166.00	\$ -	Detitled mobile home to move to property tax digest. Refund \$176.97.

2020 Digest Year

Map & Parcel	Name	From	100% Value To	Memo
EL00 19C	Benton, Shirley A	\$ 960.00	\$ 1.00	Mobile home destroyed in storm 10/18. SV at \$1.00 until removed from property tax digest.
62A 29	Walley, Ava Lee	\$ 14,166.00	\$ -	Detitled mobile home to move to property digest. Refund \$183.77.

2019 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
EL00 19C	Benton, Shirley A	\$ 1,358.00	\$ 1.00	Mobile home destroyed in storm 10/18. SV at a \$1.00 until removed from property.
62A 29	Walley, Ava Lee	\$ 14,166.00	\$ 14,166.00	Detitled mobile home to move to property tax digest.
		\$ 50,393.00	\$ 15,043.00	

Mark Harrell - Tax Commissioner

Oille H Mackey - Tax Assessor

Pete Stephens, Chairman - Board of Commissioners