

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, SEPTEMBER 14, 2021

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

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 9:00 a.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

Chairman Stephens requested to amend the agenda by adding an executive session to discuss personnel. With this amendment being added, Commissioner Brock made a motion to approve the agenda. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

Chairman Stephens recognized James Hudson who resides at 114 Heritage Circle in Brinson Georgia. Mr. Hudson was complaining about Heritage Circle Road and Connell Drive being reduced to a one lane road and would like the Board to widen the road. Mr. Hudson stated there's children in the community playing and he is concerned that one of the children may get injured if something isn't done about the road. The Board stated they would review Mr. Hudson's request.

APPROVAL OF MINUTES

Commissioner Anderson made a motion to approve the minutes of the Commissioners' Meeting held August 24, 2021, as presented. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Humane Society Presentation – Ashley White. Chairman Stephens recognized Ashley White and Dennie Nichols who wanted to update the Board on the Humane Society's progress over the last year. Ms. Nichols stated that in 2020 Decatur County's Humane Society was nominated as one of the top 30 animal shelters in America. Ms. Nichols also stated that with Decatur County's contribution increase, the Humane Society was able to give employees an increase in pay and was able to offer assistant vouchers to get pets spayed and neutered. For the year 2020, Ms. Nichols stated the total intake of animals was 1286, with the live release rate being 76% of the animals. For the year 2021 to date, the intake of animals is 979 with the live release rate being 73% of the animals.

Ashley White wanted to introduce a program called TNR, which stands for Trap-Neuter-Return for cats. Ms. White stated the shelter gets a lot of complaints of community cats in Decatur County with the live release rates for cats being about 50%. It's state law that animals have to be sterile before they leave the shelter and the sterilization costs are covered in adoption fees, but the problem is no one wants to adopt the community cats. Ms. White stated the Humane Society has partnered with Best Friends, which is a national organization and are the leaders in introducing TNR programs to communities. Ms. White stated funding is the problem with implementing TNR programs in communities, but that's where Best Friends would help Decatur County with the community cats by offering this grant of \$18,000. The way TNR works is the citizen picks up a trap from the shelter, takes the trap home, catches the cat and brings the cat back to the shelter to have spayed or neutered. After the cat is spayed or neutered it's released back to the area where it was originally trapped. In doing this process the colony of cats will eventually die out. Ms. White also stated the TNR program is completely funded by Best Friends and is no cost to the animal shelter. Ms. White stated the shelter is not asking for any increase in funding from Decatur County, but is requesting the Board's support in implementing the TNR program. Commissioner Brock made the motion to approve implementing the TNR program. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Consider Bid Award – Road Striping of 14 Miles. Chairman Stephens recognized County Administrator Thomas who stated Decatur County has been awarded \$150,000 funding by DOT for "FY21 OSS LMIG", which stands for off system safety program and improves safety on various roads. This grant will cover striping and raised pavement markers for Bettstown Road and Drane Smith Road from State Route 302 to State Route 241; Edwards Road from State Route 309 to State Route 1; Ten Mile Still Road beginning at Yates Spring Road and terminating at Hales Landing Road. Decatur County's engineer, Stacy Watkins advertised and requested bids for this project for 14 miles of striping and raised pavement markers. The lower bidder for the project was Mid State Construction for \$123,978 and is recommended by Mr. Watkins for approval and County Administrator recommends approval to the Board. Commissioner Davis made the motion to approve the low bid submitted by Mid State Construction. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Contract Approval – GDOT Airport Rescue Plan Act. Chairman Stephens recognized County Administrator Thomas who stated this contract is funding that has been provided to GDOT through the American Rescue Plan for distribution to general aviation airports, which Decatur County's airport qualifies for the funds. County Administrator Thomas stated this contract is for \$32,000 which covers reimbursement of monies that has already been spent at the Airport and recommends approval to the Board and authorization of the Chairman to sign the contract electronically, a copy of which is attached. Commissioner Davis made the motion to approve the contract and authorize the electronic signature of the Chairman. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Bid Award – Extrication Equipment for Fire Department. Chairman Stephens recognized Fire Chief Charlie McCann who stated this is part of the AFG grant that was awarded to the Fire Department through FEMA for extrication equipment. Chief McCann stated request for bids was advertised and provided to various vendors, with Fireline Inc being the lower bidder of the extrication equipment in the amount of \$51,876. The total grant total is \$54,900, with Decatur County's match being \$5,490, Chief McCann recommended approval to the Board. Vice Chairman Brinson made the motion to approve the purchase of equipment. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Consider Application for Restaurant License – Andre and Yvondria Wyche Landens Cafe Mobile Unit – 167 Whigham Dairy Road at Quick Buys. Chairman Stephens recognized County Administrator Thomas who stated Andre and Yvondria Wyche have met all the requirements for obtaining a restaurant license and recommends approval to the Board. Commissioner Davis made the motion to approve the license. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

EXECUTIVE SESSION - PERSONNEL

Commissioner Brock made the motion to enter in to executive session to discuss personnel. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

After the executive session, the Commissioners assembled back in the board room. Commissioner Davis made the motion to enter back into regular session. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens stated board appointments were discussed in executive session. The Board has agreed to appoint Gloria Freeman to replace Ollie Mackey at the end of Ms. Mackey's term, October 25, 2021. The Board has also agreed to appoint Jackson Kendrick, effective immediately to complete the term of Greg Smith which will expire October 25, 2022. Commissioner Brock made the motion to approve the board appointments. Commissioner Barber 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 Vice Chairman Brinson, 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

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Pete Stephens, Chairman of the Decatur County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Decatur County Board of Commissioners met in a duly advertised meeting on September 14, 2021.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 9:30 a.m./p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2) and (insert the citation to the legal authority making the tax matter confidential) _____;

Discussion of the future purchase, disposal of or lease of real estate as provided by O.C.G.A. 50-14-3(4);

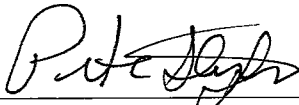
Discussion of deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other _____ as provided in _____.

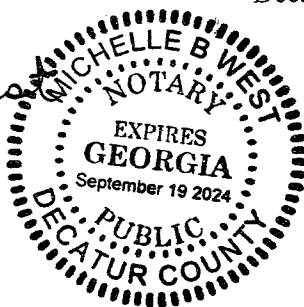
This 14th day of September, 2021.

Sworn to and subscribed
Before me this 14th day of
September, 2021.

Notary Public Michelle B. West
My commission expires:



Pete Stephens, Chairman
Decatur County Board of Commissioners



AGREEMENT

FOR

THE AMERICAN RESCUE PLAN ACT

BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

**One Georgia Center
600 W. Peachtree St., NW
Atlanta, GA**

AND

DECATUR COUNTY

**PROJECT NUMBER: AP022-90AR-34(087) DECATUR
PID-T007801**

THIS **AGREEMENT** entered into 10/8/2021, (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 March 11, 2021, the American Rescue Plan Act of 2021 ("ARP Act") (Public L. 117-2) was enacted through which \$3,458,000 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 Rescue Grant Program (also "ARGP"); and

WHEREAS, the **SPONSOR** has applied through the **DEPARTMENT** to receive funding under the ARP Act ("**ALLOCATION**") through the submission of an **ARGP 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 ARP 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 ARGP 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 ARP 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 Year 2021 AND 2022.
- 2. Allocation.** SPONSOR shall receive an ALLOCATION through the ARGP in an amount up to Thirty-Two Thousand and 00/100 dollars (\$32,000.00) 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 ARP 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 March 11, 2021.
 - c. As may be applicable under this AGREEMENT, the following special conditions shall apply to use of the SPONSOR'S ARGP ALLOCATION :

 - i. Conditions for Equipment:

- 1) Equipment of Vehicle Replacement. The SPONSOR agrees that when funds provided by this ARGP 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 ARGP ALLOCATION, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
- 3) Low Emission Systems. The SPONSOR agrees that vehicles and equipment acquired through with funds under this ARGP 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. Conditions for Utilities:

- 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 ARGP 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.
- d. As a special condition in receiving an ALLOCATION under this AGREEMENT, the SPONSOR agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, 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 to continue to require masks until Executive Order

13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective. Failure to comply with this 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 ARP 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 December 31, 2022, and** for debt service expenses from the period beginning **March 11, 2021, and ending December 31, 2022**, is the total amount of ALLOCATION, which is Thirty-Two Thousand and 00/100 dollars (\$32,000.00). If the total eligible estimated operational maintenance expenses and debt service 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 ARGP, the ARP 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 ARGP under the ARP 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 payments incurred by the SPONSOR for the invoice period. 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 ARGP through the ARP 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 the **December 31, 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 ARGP, the ARP 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 "Airport Rescue Grant Program 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 CFR 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 ARP Act, the language of the ARP 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: 10/8/2021

DocuSigned by:
Russell R McMurry

76D6577D00644FA...
COMMISSIONER

ATTEST:  DocuSigned by:
Angela C. Whitfield

(SEAL)

DECATUR COUNTY:

DATE: 9/24/2021

DocuSigned by:
Pete Stephens

60BA7ABB1DE14A2...
Chairman

Pete stephens

PRINTED NAME

THIS CONTRACT APPROVED BY:

DECATUR COUNTY

AT A MEETING HELD AT:

203 W Broughton St, Bainbridge GA 39817

DATE: 9/27/2021

DocuSigned by:


CD2831353C33484...
CLERK

(SEAL)

58-6000813

FEDERAL ID/IRS#

DECATUR COUNTY INDUSTRIAL AIR PARK
BAINBRIDGE, GEORGIA

EXHIBIT A

AIRPORT OPERATING EXPENSES - BUDGET

T007801 AP022-90AR-34(087) DECATUR

ITEM	EXPENSE	UNIT COST	ESTIMATED TOTAL COST/EXPENSE	FEDERAL PARTICIPATION %	FEDERAL FUNDS
Federal Funds FY21 - SBGP-042-2021					
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	\$32,000.00	100%	\$32,000.00
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					\$32,000.00

FAA Federal Grant and FAIN #	Award Date	Amount	Fund Source
3-13-SBGP-042-2021	8/17/2021	<u>\$32,000.00</u>	22162
Total Maximum Obligation of Federal Funds this Contract:		\$32,000.00	

EXHIBIT B**AIRPORT RESCUE GRANT PROGRAM ASSURANCES
AIRPORT SPONSORS**

A. General.

1. These Airport Rescue Grant Program Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act" or "the Act"), Public Law 117-2. 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 Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue 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 Airport Rescue Grant 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 ARGP 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 ARGP 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 ARGP 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 ARGP 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:

"The (SPONSOR) 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, 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 Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, Current FAA Advisory Circulars for AIP projects, dated July 19, 2021.

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.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC

Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at

http://www.faa.gov/airports/resources/advisory_circulars

and

http://www.faa.gov/regulations_policies/advisory_circulars

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.

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 PO BOX 726, BAINBRIDGE, GA 39818, 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.

9/24/2021

Date

DocuSigned by:

Pete Stephens

60BA7ABB1DE14A2...

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 PO BOX 726, BAINBRIDGE, GA 39818. 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 that 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.

9/24/2021

Date

DocuSigned by:
Pete Stephens
60BA7ABB1DE14AZ...
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.

10/8/2021

Date

DocuSigned by:

Russell R McMurry

76D6577D00644FA...

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 PO BOX 726, BAINBRIDGE, GA 39818, 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:

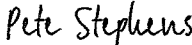
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted 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.

9/24/2021

Date

DocuSigned by:

 60BA7ABB1DE14A2
 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 PO BOX 726, BAINBRIDGE, GA 39818, 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 9/24/2021

DocuSigned by:
Pete Stephens
Signature 60BA7ABB4DE14A2...



EXHIBIT I

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	DECATUR COUNTY
Solicitation/Contract No./ Call No. or Project Description:	T007801/AP022-90AR-34(087), ARP 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

11/14/2007
Date of Authorization

(EEV/E-Verify Company Identification Number)

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:
Pete Stephens
60BA7ABB1DE14A2...

9/24/2021
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 9/27/2021

DocuSigned by:
[Notary Seal]
4D102260CA3247A...
Notary Public [NOTARY SEAL]

My Commission Expires: August 24, 2024

EXHIBIT I

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.

DocuSigned by:
Signature: Pete Stephens
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Name: Pete Stephens

Position: Chairman

Company: DECATUR COUNTY

Certificate Of Completion

Envelope Id: 5E45FBB084D74C0BAFB3B10FD7C9DDF7
Subject: 48400-140-IGOAP2200699/DECATUR COUNTY
Source Envelope:
Document Pages: 32
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
GDOT DocuSign Admin
600 W Peachtree St, NW
Atlanta, GA 30308
gdot_contracts@dot.ga.gov
IP Address: 143.100.53.12

Record Tracking

Status: Original
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Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: GDOT DocuSign Admin
gdot_contracts@dot.ga.gov
Pool: StateLocal
Pool: Georgia Department of Transportation

Location: DocuSign
Location: DocuSign

Signer Events

Pete Stephens
petestephensdistrict6@gmail.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Pete Stephens
605A7ABB1DE14A2...

Timestamp

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Michelle B. West
michelle@decaturcountyga.gov
Accounting Manager
Security Level: Email, Account Authentication (None)

DocuSigned by:


CD2831353C33484...

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Randy Williams
williams@decaturcountyga.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:

4D102280CA3247A...

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Russell R McMurry
rmcmurry@dot.ga.gov
Commissioner
Security Level:
.Email
10/8/2021 9:46:27 AM

DocuSigned by:
Russell R McMurry
76D6577D00644FA...

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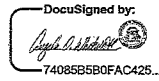
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Angela O. Whitworth
 awhitworth@dot.ga.gov

Security Level:

.Email
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Signature

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

10/8/2021 9:56:15 AM

Signing Complete

Security Checked

10/8/2021 9:56:37 AM

Completed

Security Checked

10/8/2021 9:56:37 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.