



Jawahn E. Ware
County Clerk/Procurement Manager

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Attention Viewers of www.dougherty.ga.us:

The following supplemental material pertains to the:

July 31, 2020 Regular Meeting

Documents received after 5 p.m., August 2, 2020 are not included.

For questions or concerns pertaining to Commission related items, please call 229-431-2121.

Sincerely,

Jawahn E. Ware
County Clerk





REGULAR MEETING – AUGUST 3, 2020

Albany-Dougherty Government Center
222 Pine Ave, Room 100, Albany, GA 31701

10 AM

AGENDA

To comply with the request set forth by the Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) in regard to the Coronavirus (COVID19) pandemic and social distancing, the Dougherty County Board of Commissioners will be holding a virtual type meeting on Monday, August 3, 2020. The public will have live access to the audio meeting by accessing the Dougherty County Georgia Government Facebook page at facebook.com/Dougherty.ga.us or viewing the public government access channel (Channel 16).

1. Call meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Consider for action the **Resolution** providing for the acceptance and execution of the contract to **perform exterior wall and hardscape restoration for the Judicial and Government Buildings** from the lowest responsible and responsive bidder meeting specifications, **Waterproofing Contractors, Inc.** (Norcross, GA) for the award **in the amount of \$530,148 subject to execution by the County Administrator.** The award includes the base bid, alternates 1 & 2, and square footage pricing for unit one. Funding is budgeted in **SPLOST VII- Judicial Building Improvements and Government Center Improvements.**
ACTION: **See Purchases # 1.**
6. Consider for action **the installation of I-Wave C** duct mounted auto-cleaning needlepoint bipolar **ionization systems** in various county buildings. The recommendation is to **award the contract for the Government Building** to the lowest responsible and responsive vendor meeting specifications, **SafeAire Heating and Cooling** (Albany, GA) **in the amount of \$6,650 and award the contract for the remaining buildings** (all Libraries, all EMS stations, Public Works crew quarters, Solid Waste administrative building and County Police headquarters) to the lowest responsible and responsive vendor meeting specifications, **Albany Air Conditioning** (Albany, GA) **in the amount of \$34,300 for a total expenditure of \$40,950.** **Funding** will be provided from the **General Fund.** Technical consultant Dale Heiring, P.E., NBP Engineers, Macon, GA is present to address Commission concerns.
ACTION: **See Purchases #2.**

7. Consider for the action **the purchase of one (1) 2020 Ford Explorer** for the **Tax Department** from the lowest responsible and responsive bidder meeting specifications **Sunbelt Ford Lincoln** (Albany, GA) **in the amount of \$30,584.78**. Two bids were received with only one meeting specifications. **Funding** is available in **SPLOST VII – County Department Vehicles**. County Administrator Michael McCoy will address. Tax Appraiser George Anderson and Buyer Tina Strassenberg are present. **See Purchases #3.**
ACTION:
8. Consider for action the **Resolution** providing for the acceptance and execution of the contract to **install fencing for the Radium Overlook Park area** from the lowest responsible and responsive bidder meeting specifications, **G & S Fence and Deck**, (Tallahassee, FL) **in the amount of \$29,869 subject to execution by the County Administrator**. Three bids were received with the highest being \$36,880. Funding is budgeted in **SPLOST VII- Park Improvements**. County Administrator Michael McCoy will address. Public Works Director Larry Cook and Buyer Kimberly Allen are present. **See Purchases # 4.**
ACTION:
9. Consider for action the **Resolution** providing for the acceptance and **execution** of the agreement to **participate in the televised series** highlighting the heroism of first responders, specifically **documenting the Dougherty County EMS Department pending final review by the County Attorney**. **See Other #1.**
ACTION:
10. Consider for action the **Resolution providing for the acceptance and recording of the execution of permanent Drainage Easements, Temporary Construction Easements and a Right-of-Way Miter Acquisition Quit Claim Deed for the purpose of alley paving throughout Dougherty County, Georgia**. **See Other #2.**
ACTION:
11. Consider for action the **Resolution declaring a 2005 Ford Crown Victoria** (from the Dougherty County Police) as surplus and authorize sale through Underwriters Safety & Claims. **See Other #3.**
ACTION:
12. Consider for action the **Resolution** providing for the **acceptance and execution of a CARES Act Grant Agreement** between the **State of Georgia** and Dougherty County, Georgia **relative to payments distributed by the State in the form of grants to Dougherty County from the Coronavirus Relief Fund (CRF)**. County Administrator Michael McCoy will address. **See Other #4.**
ACTION:

13. Items from the County Administrator.

- a. **REMINDER:** All concerned citizens are invited to the **public hearings on the proposed tax digest** to be held at Government Center, 222 Pine Avenue, Albany, Georgia on the following dates and times:

- Monday, August 10, 2020 at 10:00 A.M., Room 100
- Monday, August 10, 2020 at 6:00 P.M., Room 100
- Monday, August 17, 2020 at 10:00 A.M., Room 100

14. Items from the County Attorney.

15. Items from the County Commission.

16. Adjourn.

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.



PROCUREMENT RECOMMENDATION

DATE: July 21, 2020

TITLE: Judicial /Government Building Ext. Wall & Hardscape Restoration

DEPARTMENT: DOCO Facilities

REFERENCE NUMBER: 20-065

ACCOUNT NUMBER:

SPL0ST VII

OPENING DATE: 7/14/2020

BUDGETED AMOUNT: \$975,000.00

BUYER: Kimberly M. Allen

DEPARTMENT CONTACTS: Jawahn Ware


Yvette Fields, Director

RECOMMENDATION:

Recommend contracting with **Waterproofing Contractors, Inc., of Norcross, Georgia** to perform exterior wall and hardscape restoration for \$448,960.00 with Alternate #1 totaling \$37,860.00, Alternate #2 totaling \$39,690.00, and 1,700 SF of Unit Cost 1 for \$3,638.00 for a total expenditure of **\$530,148.00**.

BACKGROUND INFORMATION:

This bid was advertised in the local paper, on the access channel, and the Georgia Procurement Registry. The bid opening was July 14, 2020. Five (5) contractors submitted a bid.

The scope of this project is to furnish all labor, materials, and equipment necessary for the exterior wall and hardscape restoration at the Government Center located at 222 Pine Avenue and the Judicial Building located at 225 Pine Avenue. The contract time is (270) calendar days.

Waterproofing Contractors, Inc. has met all the requirements for contract award.

Heidi Minnick, Project Manager, Director- DOCO Facilities concurs with this recommendation.

COUNTY ADMINISTRATOR ACTION:

☒ APPROVED

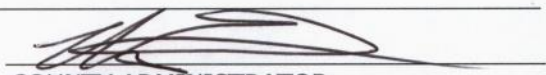
☐ DISAPPROVED

☐ HOLD

COMMENTS:

7-24-2020

DATE


COUNTY ADMINISTRATOR

List of Documents Attached:

Tabulation Sheet

Recommendation from Consultant

CENTRAL SERVICES



Ms. Heidi Minnick
Director
Dougherty County Facilities Dept.
219 N. Washington St.
Albany, GA 31701

16 JULY 2020

RE: AWARD RECOMMENDATION JUDICIAL BLD EXT WALL & HARDSCAPE
RESTORE 20DCCJ15WP229, BID REFERENCE NO. 20-065

Ms. Minnick,

Five bids were received from pre-certified bidders.

We recommend you award the best and lowest bid from Waterproofing Contractors, Inc., of Norcross, GA. Edifice Consulting, Inc. has worked with Waterproofing Contractors, Inc. on several projects in the past.

We recommend that you award the following:

- Base Bid of \$448,960.00
- Alternate 1 to install thru wall flashing on 222 Pine Ave. in the amount of \$37,860.00
- Alternate 2 to prime and coat the exterior precast tilt up panels on 225 Pine Ave. in the amount of \$39,690.00
- 1700 SF of unit cost 1 for applying damproofing for a total of \$3,638.00

This brings the amount awarded to \$530,148.00.

Best Regards,

Jody Usry

Copy: Kimberly Allen
Jawahn Ware
Mike Trotter
Glenn Howell

| CITY OF ALBANY GEORGIA PROCUREMENT DIVISION TABULATION OF BIDS DEPT: DOCO Facilities OPEN DATE: 7/14/2020 TIME OF OPENING: 2:30 p.m. BID REF: 20-065 | | WaterProofing Contractors, Inc. 4527 South Old Peachtree Rd Norcross, Ga 30071 770-449-5552 770-449-5554 czakas@wcinc.com | | J.J. Morley Enterprises, Inc. 7560 Industrial Court Alpharetta, Ga 30004 770-569-1100 770-569-9552 markkelley@morleycompany.com | | Southern Preservation Systems 3170 Lenora Church Road Suite 100 Snellville, Ga 30039 770-982-970 770-982-9997 jacobd@spsatl.com | |
|--|-------------------------------|---|----------------|---|-----------------|---|---------------|
| QTY | DESCRIPTION | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| | Judicial Exterior Wall | | \$ 448,960.00 | | \$ 1,344,994.00 | | \$ 406,835.00 |
| | and Hardscape | | | | | | |
| | (Base Bid) | | | | | | |
| | Alternates 1 | | \$ 37,860.00 | | \$ 125,000.00 | | \$ 140,430.00 |
| | Alternates 2 | | \$ 39,690.00 | | \$ 127,780.00 | | \$ 28,675.00 |
| | | | | | | | |
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| | Unit Price 1 | | \$214.00/100SF | | \$ 500.00 | | \$ 75.00 |
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| | 5% Bid Bond | | Yes | | Yes | | Yes |
| FOB POINT/TERMS | | | | | | | |
| DELIVERY TIME | | | | | | | |
| COMMENTS: | | | | | | | |

| CITY OF ALBANY GEORGIA PROCUREMENT DIVISION TABULATION OF BIDS DEPT: DOCO Facilities OPEN DATE: 7/14/2020 TIME OF OPENING: 2:30 p.m. BID REF: 20-065 | | Midwest Maintenance, Inc. 101 Fox Drive Piqua, OH 45356 937-773-9236 937-773-8645 wjm@midwestmaintenance.com | | Metro WaterProofing, Inc. 2935 Alcove Drive Scottsdale, Ga 30079 404-292-8013 404-292-0270 kenneth.strickland@metrowp.com | | | |
|---|-------------------------------|---|---------------|--|---------------|------------|-------|
| QTY | DESCRIPTION | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| | Judicial Exterior Wall | | \$ 435,894.00 | | \$ 849,480.00 | | |
| | and Hardscape | | | | | | |
| | (Base Bid) | | | | | | |
| | Alternates 1 | | \$ 81,189.00 | | \$ 120,712.00 | | |
| | Alternates 2 | | \$ 63,717.00 | | \$ 173,400.00 | | |
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| | Unit Price 1 | | \$ 1,500.00 | | \$ 285.00 | | |
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| | 5% Bid Bond | | Yes | | Yes | | Yes |
| FOB POINT/TERMS | | | | | | | |
| DELIVERY TIME | | | | | | | |
| COMMENTS: | | | | | | | |



Scott Addison
Assistant County Administrator

**DOUGHERTY COUNTY BOARD OF COMMISSIONERS
ADMINISTRATION**

Agenda Item

Date: July 22, 2020

Meeting Date: July 27, 2020

Subject/Title: I-wave C Ionization system

Presented for: Decision

Presenter: Scott Addison, Asst. County Administrator

Statement of Issue

Dougherty County Facilities Management requests authorization to install I-Wave C duct mounted auto cleaning needlepoint bipolar ionization systems in various county buildings.

History/Facts and Issues

Dougherty County Facilities Management requests to install I-Wave C Ionization Systems in the Government Building, all EMS stations, all Libraries, the Public Works Crew Quarters, the Solid Waste Administrative Building and the Dougherty County Police Headquarters. Three quotes were obtained from SafeAire Heating and Cooling of Albany, GA; RHC of Albany, GA and Albany Air Conditioning of Albany, GA. Facilities Management recommends to award the contract for the lowest quote for the Government Building to SafeAire Heating and Cooling, in the amount of \$6,650 and to award the contract for the lowest quote of the remaining locations to Albany Air Conditioning in the amount of \$34,300.

Recommended Action

Recommend Dougherty County Commission approves the award of the contracts to install I-Wave C duct mounted auto cleaning needlepoint bipolar ionization systems in various county buildings to SafeAire Heating and Cooling and Albany Air Conditioning for a total expenditure of \$40,950.

Funding Source

General Fund

I-Wave C Duct Mounted Auto Cleaning Needlepoint Bipolar Ionization System Quote by Location

| | <u>Safe</u> <u>Aire</u> | <u>RHC</u> | <u>Albany Air Conditioning</u> |
|--------------------------|----------------------------|------------|--------------------------------|
| 1. Government Building | \$6,650 | \$10,112 | \$7,120 |
| 2. Central Library | \$3,800 | \$5,056 | \$3,560 |
| 3. EMS Honeysuckle | *** | \$1,264 | \$890 |
| 4. EMS Westover | *** | \$3,792 | \$2,670 |
| 5. Southside Library | *** | \$5,056 | \$3,560 |
| 6. Landfill | *** | \$3,792 | \$2,670 |
| 7. EMS Main | *** | \$8,848 | \$5,340 |
| 8. EMS Clark | *** | \$1,264 | \$890 |
| 9. Tallulah Massey Lib. | \$2,850 | \$3,792 | \$2,670 |
| 10. EMS Newton Rd | *** | \$1,264 | \$890 |
| 11. PW Crew Quarters | *** | \$4,652 | \$2,670 |
| 12. DCP | \$3,800 | \$2,528 | \$1,780 |
| 13. West Waddell Library | \$950 | \$1,264 | \$890 |
| 14. NW Library | \$6,650 | \$6,320 | \$5,820 |
| Proposed Award | \$6,650 | \$0 | \$34,300 |

*** Did not meet
specs
lowest quote

Bipolar Ionization Installations

| | Location | Installer | Source |
|----|--------------------------------------|---|---|
| 1 | Los Vaqueros | Albany Air Conditioning and Heating Company | installer |
| 2 | El Vaquero | Albany Air Conditioning and Heating Company | installer |
| 3 | Donaldsonville Hospital | RHC | installer |
| 4 | Crisp Regional Hospital | RHC | installer |
| 5 | Miller Coors Albany (on order) | RHC | installer |
| 6 | City of Albany | Obtaining Quotes | installer |
| 7 | Dougherty County Judicial Building | RHC | installer |
| 8 | Mayo Clinic | unknown | nashvilleeater.com and Adventist Review |
| 9 | Houston Memorial Hospital | unknown | nashvilleeater.com and Adventist Review |
| 10 | Baylor UMC | unknown | nashvilleeater.com and Adventist Review |
| 11 | Harvard University | unknown | nashvilleeater.com and Adventist Review |
| 12 | White House | unknown | Adventist Review and GPS |
| 13 | Google | unknown | Times of Northwest Indiana |
| 14 | Yale University | unknown | Times of Northwest Indiana |
| 15 | Clemson University | unknown | Times of Northwest Indiana |
| 16 | Johns Hopkins | unknown | Business Insider |
| 17 | Childrens Hospital of Boston | unknown | Business Insider |
| 18 | Universty of Maryland Medical Center | unknown | Business Insider |

Note: List compiled by Dougherty County Facilities Management



MEPFP Consulting Engineers

Celebrating 60 years of Design Excellence

HVAC
Electrical
Plumbing
Fire Protection
Audio Visual
Telecommunication
LEED Accredited
BIM
Peer Review
Master Planning
Energy Studies
Commissioning
Construction
Administration

Healthcare
Laboratories

Colleges &
Universities
*Academic • Dining
Libraries • Recreation
Residence • Student Centers*

K-12 Facilities
Historic Renovations
Office Building
Religious Facilities
Recreation Facilities
Utilities Infrastructure



Dale R. Heiring, P.E., LEED AP

Principal / Head of HVAC Department

GA 2006 # 31724 AL 2015 #34571 FL 2019 #88270

Dale received his Bachelor of Mechanical Engineering from Mercer University in 2001 and soon joined NBP. He became a Registered Professional Engineer in 2006, an Associate of the firm in 2008, a LEED Accredited Professional in 2009 and has served as a Principal of the firm since 2015.

Project Experience

Healthcare

Aiken Regional Medical Center

Atlanta Medical Center

Colquitt Regional Medical Center

Fort Walton Medical Center (HCA)

Houston County Medical Center

Ocala Regional Medical Center (HCA)

Perry Hospital

Spalding Regional Medical Center

Twin Cities Hospital (HCA)

West Florida Hospital (HCA)

Hudson-Alpha Institute for Biotechnology

HAIB is a \$50 million, five story, 260,000 square foot research and manufacturing facility that houses eight to ten scientific research teams and developing biotechnology companies to help promote the growth of biotechnology industry in Alabama. The building includes offices, conference rooms, laboratories, a Biosafety Level 3 laboratory, Vivarium for animal research, a full-service kitchen, an atrium/cafeteria area, and library.

Clayton State University

Science Building

Chiller Plant Expansion

Emory University

Atwood Chemistry Building

Marcus Hillel Center

Old Theology Building Renovation

Oxford College Science Building

Georgia Southern University

Biological Sciences Building

Interdisciplinary Academic Building

Middle Georgia State University

Natural Science and Nursing Building

Student Housing

Mercer University

Columbus Medical School

Lofts at Mercer Landing

Macon Medical School

Willet Science Building Renovation

Kennesaw State University

Academic Learning Center

Campus Design Standards

Gold LEED Certified Student Dining Hall

Education Classroom Facility

Health Sciences Building

Science Lab Addition

University of Georgia

Biological Sciences Rooms MEP Assessment

Boyd Research Center 1st Floor Renovation

Business Learning Center

Center for Art & Nature

School of Pharmacy

Terry Executive Educational Center Renovation



Principals

Timothy W. Trotter, P.E., RCDD, LEED AP

Susan H. Day, P.E.

Kevin M. Smith, P.E., LEED AP

Wilson H. Dent, P.E., LEED AP

Dale R. Heiring, P.E., LEED AP

W. Stephen Holloway, P.E., LEED AP

Senior Associate

John D. LaPratt

Associate

PRESS RELEASE:

Global Plasma Solutions Virtually Eliminates Static SARS-CoV-2 with Proprietary NPBI™ Technology

June 10, 2020 GMT

CHARLOTTE, N.C.--(BUSINESS WIRE)--Jun 10, 2020--

Global Plasma Solutions, the leader in Indoor Air Quality, announced today industry-leading ionization testing results, demonstrating a 99.4% reduction rate on a SARS-CoV-2 (COVID-19) surface strain within 30 minutes, the first instance in which an air purification company has effectively neutralized SARS-CoV-2. Following initial testing of coronavirus 229E in March 2020, Global Plasma Solutions utilized its proprietary needlepoint bipolar ionization to inactivate SARS-CoV-2. The study was jointly executed with Aviation Clean Air.

In this laboratory study, Aviation Clean Air designed a test to mimic ionization conditions like that of a commercial aircraft's fuselage. Based on viral titrations, it was determined that at 10 minutes, 84.2% of the virus was inactivated. At 15 minutes, 92.6% of the virus was inactivated, and at 30 minutes, 99.4% of the virus was inactivated.

"The testing results we achieved through our proprietary needlepoint bipolar ionization technology clearly demonstrate that Global Plasma Solutions is the gold standard in air purification," said Global Plasma Solutions Founder and Chief Technology Officer, Charles Waddell. "For any kind of facility from commercial buildings to aircrafts, delivering the cleanest, safest indoor air environment will only become increasingly more important, and our ozone-free technology is one of the most sophisticated products on the market."

Understanding needlepoint bipolar ionization

Needlepoint bipolar ionization works to safely clean indoor air, leveraging an electronic charge to create a high concentration of positive and negative ions. These ions travel through the air continuously seeking out and attaching to particles. This sets in motion a continuous pattern of particle combination. As these particles become larger, they are eliminated from the air more rapidly.

Additionally, positive and negative ions have microbicidal effects on pathogens, ultimately reducing the infectivity of the virus. Global Plasma Solutions' needlepoint bipolar ionization is ozone-free and the only kind in its category to pass the RCTA DO-160 standard for aircraft. Traditional bipolar ionization systems produce harmful ozone as a byproduct.

About Global Plasma Solutions

Global Plasma Solutions (GPS) is the leader in Indoor Air Quality, with over 30 patents and more than 150,000 installations worldwide using our needlepoint bipolar ionization (NPBI) technology to deliver clean indoor air that is safe and healthy – producing neither ozone nor other harmful by-products. All of our NPBI products are UL and CE certified and registered and use NPBI to purify the air by eliminating airborne particulates, odors and pathogens. GPS was founded in 2008 and is headquartered in Charlotte, North Carolina.

View source version on

businesswire.com: <https://www.businesswire.com/news/home/20200610005784/en/>

CONTACT: Kevin Boyle

kevin.boyle@globalplasmasolutions.com

(980) 214 2021

KEYWORD: NORTH CAROLINA UNITED STATES NORTH AMERICA

INDUSTRY KEYWORD: ENVIRONMENT TECHNOLOGY RESEARCH INFECTIOUS
DISEASES CHEMICALS/PLASTICS OTHER TECHNOLOGY MANUFACTURING
HEALTH SCIENCE

SOURCE: Global Plasma Solutions

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<http://www.businesswire.com/news/home/20200610005784/en>



PROCUREMENT RECOMMENDATION

DATE: July 24, 2020



TITLE: **DOCO SUV TAG/TAX**

DEPARTMENT: **TAG & TAX**

REFERENCE NUMBERS: **ITB #20-073**

ACCOUNT NUMBER: **Splost VII-25023.7001**

OPENING DATE: **07/23/2020**

BUDGETED AMOUNT: **38,000.00**

BUYER: **TINA STRASSENBERG**

DEPARTMENT CONTACTS: **GEORGE ANDERSON**


Yvette Fields, Director

RECOMMENDATION:

Recommend the purchase of one (1) 2020 Ford Explorer from Sunbelt Ford • Lincoln of Albany, GA. The expenditure will be \$30,584.78. Funding is available in Splost VII - Acct. #25023.7001.

BACKGROUND INFORMATION:

Bid Ref #20-073 was advertised in the Albany Herald, on local Channel 16, and published on the Georgia Procurement Registry. The bid opening was on 07/23/2020. Two bids were received. The low bidder did not meet specifications. This request is for one (1) 2020 Ford Explorer.

This purchase will replace unit #121924: 2019 Ford F-150, Mileage - 3,796, VIN# 1FTMF1C5XKKE57080. This vehicle will be transferred to Facilities Management.

COUNTY ADMINISTRATOR ACTION:


☒ APPROVED

☐ DISAPPROVED

☐ HOLD

COMMENTS:

7-31-2020
DATE


COUNTY ADMINISTRATOR

List of Documents Attached:

Bid Tabulation

CENTRAL SERVICES

| | | | | | | | |
|--|-----------------------|--|--------------------|------------|-------|------------|-------|
| CITY OF ALBANY GEORGIA PROCUREMENT DIVISION TABULATION OF BIDS DEPT: DOCO Tag & Tax OPEN DATE: July 23, 2020 TIME OF OPENING: 2:30 p.m. BID REF: 20-073 | | Sunbelt Ford Harry Prisant 2926 N. Slappey Blvd. Albany, GA 31701 229-883-3100 phone fax harryprisantfta@gmail.com | | | | | |
| Est. QTY | DESCRIPTION | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 1 | Sport Utility Vehicle | \$30,584.78 | \$30,584.78 | | | | |
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| TOTAL | | | \$30,584.78 | | | | |
| | DELIVERY (ARO) | Immediate Delivery | | | | | |
| COMMENTS | | | | | | | |
| Commission Presentation | | | | | | | |

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A CONTRACT BETWEEN
DOUGHERTY COUNTY, GEORGIA AND G & S FENCE AND DECK FOR THE PURPOSE OF
INSTALLATION OF FENCING FOR THE RADIUM OVERLOOK PARK AREA IN THE AMOUNT OF
\$29,869.00; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing a Contract between Dougherty County and G & S Fence and Deck for the purpose of installation of fencing for the Radium Overlook Park area in the amount of \$29,869.00.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I The attached Contract between Dougherty County, Georgia and G & S Fence and Deck in the amount of \$29,869.00 for the purpose of installing fencing for the Radium Overlook Park area is hereby approved and the County Administrator is hereby authorized to execute same on behalf of Dougherty County. The County Administrator is hereby authorized to execute any and all other documents necessary to the full implementation of said Contract.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

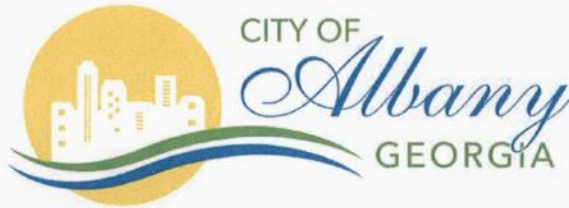
This the 3rd day of August, 2020.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk



PROCUREMENT RECOMMENDATION

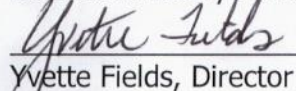
DATE: July 30, 2020

TITLE: Radium Overlook Park Fencing

REFERENCE NUMBER: 20-074

OPENING DATE: July 28, 2020

BUYER: Kimberly M. Allen


Yvette Fields, Director

DEPARTMENT: DOCO Public Works

ACCOUNT NUMBER: SPLOST VII – Park
Improvements

BUDGETED AMOUNT: \$40,000.00

DEPARTMENT CONTACTS: Jawahn Ware

RECOMMENDATION:

Recommend contracting with **G & S Fence and Deck of Tallahassee, Florida** to provide fencing for the Radium Overlook Park area for a total expenditure of **\$29,869.00**.

BACKGROUND INFORMATION:

Bid Ref. #20-049 was advertised in the local paper, on the local access channel, and on the Georgia Procurement Registry. The bid opening was July 28, 2020. Three (3) contractors submitted a bid.

The project includes the installation of approximately 450 LF of an industrial, covered, picketed aluminum fence, with associated gates, as specified and indicated on the design plans and in the contract documents. All fence handling, storage, and installation shall follow manufacturer's recommendations.

G & S Fence and Deck was the lowest responsive and responsible bidder. The contract time for this project is thirty (30) calendar days.

Jeremy Brown, Project Engineer, and Larry Cook, Public Works Director, concur with this recommendation.

COUNTY ADMINISTRATOR ACTION:

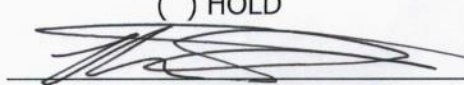
☒ APPROVED

☐ DISAPPROVED

☐ HOLD

7-30-2020

DATE


COUNTY ADMINISTRATOR

List of documents attached:

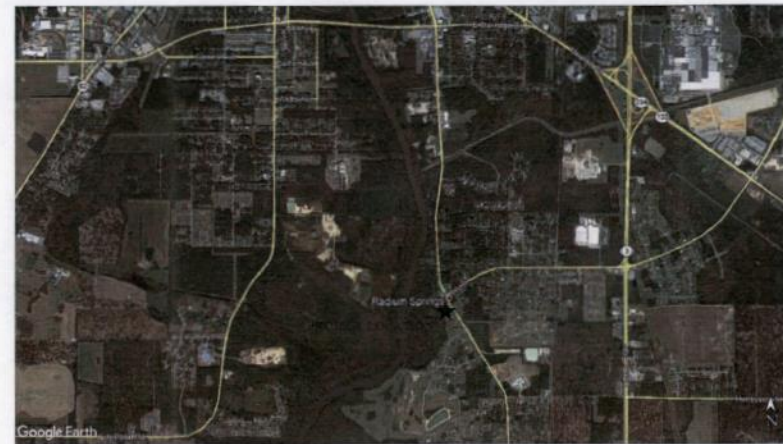
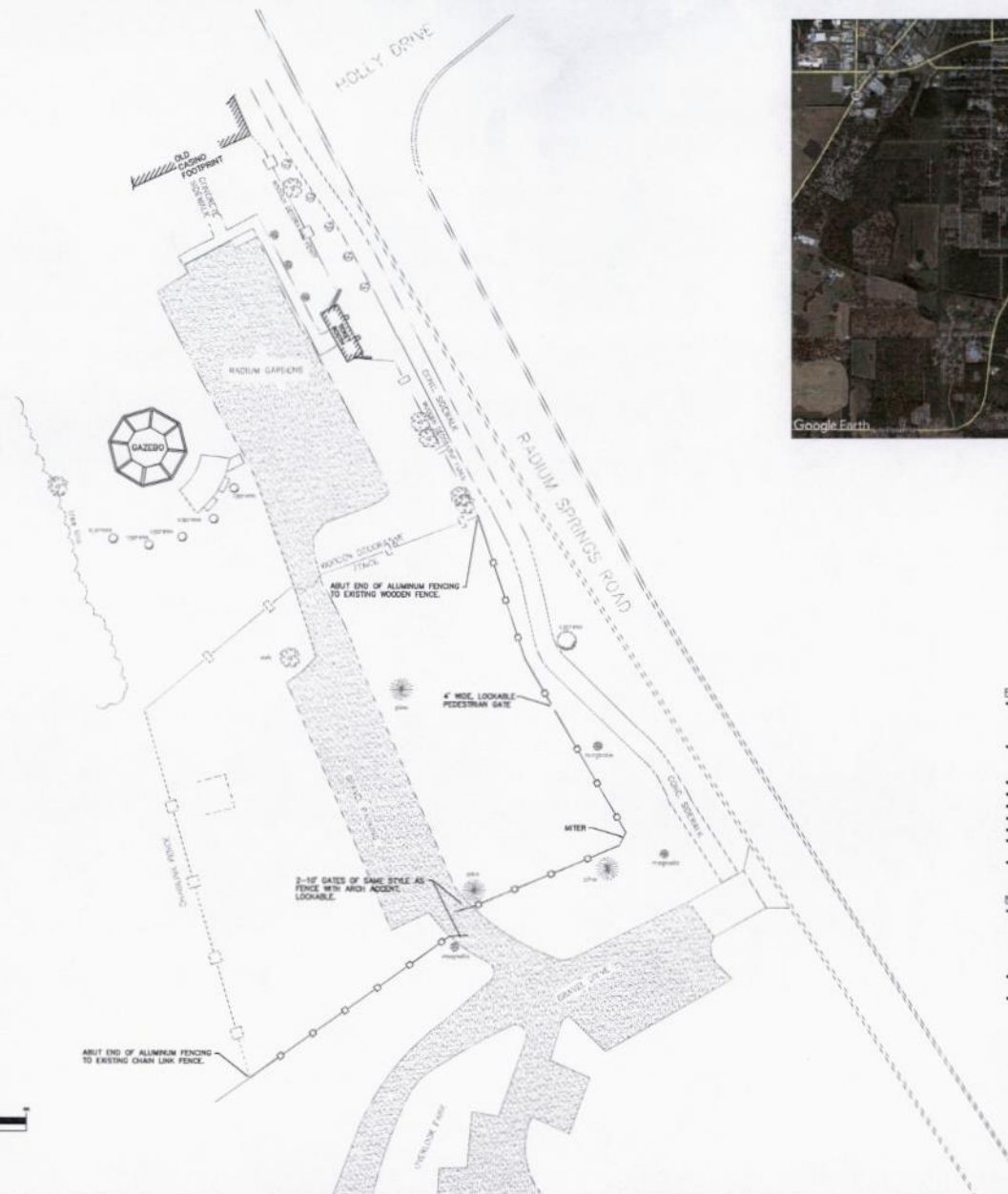
Bid Tabulation
Plan

CENTRAL SERVICES

| | | | | | | | |
|--|-----------------------------|--|---------------------|--|---------------------|--|---------------------|
| CITY OF ALBANY PROCUREMENT DIVISION TABULATION OF BIDS DEPT: DOCO PW OPEN DATE: July 28, 2020 TIME: 2:30 PM BID REF: 20-074 | | Atlas Fence Co. P.O. Box 1074 Albany, GA 31702 Ricky Hughes (p) 229-435-8019 (f) 229-435-1031 teresa@atlasfencing.com | | G & S Fence and Deck 3940 Woodville Hwy Tallahassee, FL 32305 Drake Anderson (p) 850-391-3870 drake@gandsfence.net | | Dixie Fence & Kennel P.O. 840 Douglas, GA 31533 Eric Snipes (p) 912-384-8455 (f) 912-383-7364 eric@dixiefc.com | |
| QTY | DESCRIPTION | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| | | | | | | | |
| | | | | | | | |
| | Radium Overlook Park | | \$ 36,880.00 | | \$ 29,869.00 | | \$ 37,650.00 |
| | Fencing | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Contract time (days) | | 60 days | | 30 days | | 56 days |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| BID BOND | | Yes | | Yes | | Yes | |
| DELIVERY TIME (COMMENCE WORK) | | | | | | | |
| COMMENTS | | | | | | | |



Know what's below.
Call before you dig.



LOCATION MAP
N.T.S.

FENCING SPECIFICATIONS:

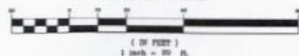
- FENCING SHALL BE AN INDUSTRIAL FENCE WITH COVERED, STAGGERED PICKETS AS PROVIDED BY JERTH MANUFACTURING LLC, SPECRAIL, OR APPROVED EQUAL.
- APPROXIMATE FENCE LENGTH: 450 LF (PAYMENT WILL BE BASED ON ACTUAL LENGTH INSTALLED)
- 1 EA-4' WIDE PEDESTRIAN GATE
- 2 EA-10' WIDE GATES
- HEIGHT: 72"
- WIDTH: 96"
- COLOR: BLACK
- ALL POSTS SHALL BE CONCRETED IN-PLACE, UNLESS OTHERWISE INDICATED
- INSTALLATION SHALL BE COMPLETED PER MANUFACTURER'S SPECIFICATIONS

NOTES:

- CONTRACTOR'S UNIT PRICING SHALL INCLUDE ALL LABOR, TOOL, EQUIPMENT, MATERIALS, ACCESSORIES & OTHER ITEMS STATED IN THE TECHNICAL SPECIFICATIONS NECESSARY FOR A COMPLETE JOB WITH RESPECT TO THAT PARTICULAR LINE ITEM.
- CONTRACTOR WILL BE PAID ON ACTUAL LENGTH INSTALLED.
- OPENINGS INDICATED ON THE DRAWING ARE APPROXIMATE. THE OWNER WILL FIELD LOCATE ALL OPENING AND FENCE ALIGNMENT PRIOR TO INSTALLATION.



GRAPHIC SCALE



| | |
|--|-----------------|
| DOUGHERTY COUNTY ENGINEERING DEPARTMENT | |
| RADIIUM OVERLOOK PARK FENCING | |
| DRAWN BY: JESGWS | CHECKED BY: JWB |
| SCALE: HORIZ. 1"=30' | DATE: JUNE 2020 |
| SHEET: 1 of 1 | |

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A COOPERATIVE
ENDEAVOR AGREEMENT BETWEEN DOUGHERTY COUNTY, GEORGIA AND 44 BLUE
PRODUCTIONS, LLC FOR THE PURPOSE OF FILMING AND PRODUCTION OF A SERIES
INVOLVING THE DOUGHERTY COUNTY EMERGENCY MEDICAL SERVICES ENTITLED "UNTITLED
HERO'S PROJECT"; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT
HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing a Cooperative Endeavor Agreement between Dougherty County, Georgia and 44 Blue Productions, LLC for the purpose of filming and production of a series involving the Dougherty County Emergency Medical Services entitled "Untitled Hero's Project".

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I The attached Cooperative Endeavor Agreement between Dougherty County, Georgia and 44 Blue Productions, LLC for the purpose of filming and producing a series involving the Dougherty County Emergency Medical Services entitled "Untitled Hero's Project" is hereby approved and the Chairman of the Board of Commissioners of Dougherty County is hereby authorized to execute same. The Clerk of Dougherty County is hereby authorized to attest said signature. The County Administrator is hereby authorized to execute any and all other documents necessary for the full implementation of the Cooperative Endeavor Agreement.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 3rd day of August, 2020.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
DOUGHERTY COUNTY, GEORGIA AND
44 BLUE PRODUCTIONS, LLC.**

This Cooperative Endeavor Agreement is entered into by and between Dougherty County, Georgia, a political subdivision of the State of Georgia, hereinafter called "Licensor" and whose mailing address is P.O. Box 1827, Albany, Georgia 31702 (referenced as "LICENSOR") and 44 Blue Productions, LLC. ("LICENSEE") having an address at 3900 W. Alameda Ave. Burbank, CA 91505.

WHEREAS, the Licensee is a California Corporation with offices located at 3900 W. Alameda Ave. Burbank, CA 91505, and which will film and produce the television series to be known as "Untitled Heroes Project" (working title); and

WHEREAS, the LICENSEE desires to film/tape activities of various departments in the County of LICENSOR and at its locations and offices including its personnel as may be limited by this Agreement and Exhibit A attached hereto, and incorporate such film in television programming and its advertising and publicity; and

WHEREAS, LICENSOR has determined that the filming and production of the Series in Dougherty County constitutes a valid public purpose because of the positive effects that the Series will have with respect to public perception of the countywide Emergency Medical Services; and

WHEREAS, LICENSOR is the sole and exclusive owner of the rights to use Dougherty County official seals, Department of LICENSOR badges and emblems, and any other official registered trademarks ("Insignia"); and

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege, and license to use the Insignia; and

WHEREAS, LICENSOR is the employer of all personnel of its EMS Department; and

WHEREAS, LICENSOR is the administrative agency with authority to enter into this agreement and permit LICENSEE to film/tape ("Footage") the activities of its EMS department ("Activities") at their locations and offices including its personnel ("Offices"), as may be limited by this Agreement and agreed to by the EMS director and Exhibit A attached hereto and incorporate such film in television programming and its advertising and publicity; and

WHEREAS, LICENSEE desires a license to use the Insignia in the television production franchise currently entitled "Untitled Heroes Project"(working title) ("Production"), a series, and incorporate therein the Footage; and

WHEREAS, LICENSEE desires to utilize assistance of authorized EMS Personnel for the Production; and

WHEREAS, LICENSOR desires to grant and LICENSEE desires to accept a license to use the Insignia, as well as to authorize assistance by EMS Employees as approved by the EMS director for the Production and to allow LICENSEE to film/tape in Dougherty County with EMS Employees who have agreed to be filmed/taped as well as grant LICENSEE the right to use all pre-existing footage, photos and other materials supplied to LICENSEE by LICENSOR in LICENSEE'S production as well as new Footage;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereto mutually agree as follows:

1. LICENSE GRANT.

LICENSOR grants to the LICENSEE a non-assignable and non-exclusive license to use, to distribute, to reproduce, and to publicly perform the Insignia and incorporate same as well as all Activities and Offices (including pre-existing footage, photos and materials supplied to it) in the Production, but only for purposes connected with the content and public distribution of the LICENSOR-approved (for the reasons set forth herein in paragraph 22) recordings produced. Licensee's rights shall include the right to photograph, tape, and record the Insignia, Activities, and Offices but only for purposes connected with the content and public distribution of LICENSOR- approved recordings produced including its advertising and promotion, provided LICENSEE has obtained all necessary releases from recognizable staff, employees and residents; signs located on the property(ies); and any logos, insignias, in connection with or as a part of the Production, in any and all media, whether now known or hereafter devised worldwide, in perpetuity in accordance with the terms of this Agreement.

LICENSEE shall acquire no ownership rights to the Insignia by virtue of this Agreement or otherwise. LICENSEE shall not, during the term of this Agreement or thereafter, directly or indirectly, contest or aid others in contesting LICENSOR's ownership of the Insignia or do anything, which impairs LICENSOR's ownership of or the validity of the Insignia. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE INSIGNIA, ACTIVITIES, OR OFFICES, WHICH ARE PROVIDED FOR USE "AS IS" except that it owns or controls the rights thereto or is authorized to enter into this agreement with respect thereto.

LICENSEE shall be sole owner of all right, title and interest in and to the Production and any photographs and recordings hereunder, LICENSOR shall not have any right of action against LICENSEE or any other party arising out of any use of the photographs and/or recordings or the Footage; provided, however nothing in the foregoing shall be deemed or interpreted as limiting LICENSOR's rights of bringing an action at law arising out of or related to this Agreement, including without limitation LICENSEE default. LICENSOR agrees it shall not grant similar rights for any national television series similar to the Production based on LICENSOR's activities to third parties while this agreement is in force and effect and for one year after completion of production of the last episode. This provision does not apply to any LICENSOR's television production.

2. LICENSEE EMPLOYEES/PRODUCTION SCHEDULE.

It is anticipated LICENSEE will tape in the Dougherty County area for a Pilot and/or Series production and LICENSEE will agree to a mutually agreed schedule with the LICENSOR.

3. USE OF LICENSOR EMPLOYEES.

LICENSEE may utilize LICENSOR Employees in connection with the Production. EMS Employees may appear in the Production and LICENSEE is authorized to obtain releases from each such employee as well as residents and property owners, if possible. LICENSOR is not responsible for obtaining any releases from employees or residents and property owners (if possible). LICENSOR will assign one LICENSOR employee to coordinate all production/access needs of LICENSEE.

4. RIGHT TO REVIEW.

LICENSEE shall provide the LICENSOR, with a copy of the Footage of each episode that LICENSEE intends to use in the Production at the rough-cut stage (provided, however each episode rough-cut submitted for LICENSOR approval shall include shot(s) and/or descriptive placemaker(s) of all instances of LICENSOR Employees, Insignia, Activities or Offices to be broadcast with the understanding that more shots/placemarkers may be provided to allow for final cut/broadcast options) for LICENSOR's review and comment. "Footage" is footage shot by 44 Blue on LICENSOR premises and in the Dougherty County in producing the Production. Within three business days of receipt of any rough-cut, LICENSOR shall advise LICENSEE if the rough-cut contains any offensive or compromising material (as defined in paragraphs 22a through 22h "Approval Rights") and what action LICENSOR desires to be taken, including removal or modification of the material. In the event that LICENSOR, in good faith and in its sole discretion, requests to

have material removed per this paragraph, then such material shall never be aired, distributed, shown, or disseminated in any way by LICENSEE or any other persons or entities who acquire any rights to the material.

LICENSEE agrees to promptly provide to LICENSOR upon written request, a copy of any recording or portion thereof which LICENSOR believes to be relevant to a pending or potential criminal or Internal Affairs investigation (which may only be used for such purposes). LICENSOR and LICENSEE will meet and in good faith discuss efforts to resolve any objection.

Notwithstanding the pre-production review and requests by LICENSOR, LICENSEE maintains editorial control over the Production.

LICENSEE hereby acknowledges that the Production shall not contain any confidential, non- public investigatory, procedural and/or operational information concerning LICENSOR (or its Departments or Employees) which could impair the integrity of an investigation or the departments, such as the identity of a confidential informant ("Confidential Information") and upon written notification during the Review Period as set forth in this paragraph 4 by LICENSOR of the inclusion of such Confidential Information, LICENSEE shall undertake all efforts to delete or modify such Confidential Information from the Footage and/or otherwise limit its exposure. Notwithstanding anything to the contrary herein, if LICENSOR, after the expiration of the Review Period set forth in this paragraph 4, notifies the LICENSEE that any Footage contains Confidential Information, the LICENSEE shall undertake all efforts to delete such Confidential Information from the Footage and/or otherwise limit its exposure.

5. NO ENDORSEMENT.

Nothing in this Agreement shall be construed as LICENSOR 'S endorsement, express or implied, of the content or viewpoints contained in the Production, or LICENSEE's actions or omissions associated therewith. LICENSEE shall undertake all reasonable measures to ensure that such non-endorsement policy in connection with the distribution, advertising, and publicizing of the Production will be implemented.

6. INDEMNIFICATION/ INSURANCE.

LICENSEE shall indemnify LICENSOR, its directors, officers, and employees and save and hold each and all of them harmless of and from any and all loss, costs, damage, liability and expenses, including reasonable attorneys' fees, with respect to any breach by LICENSEE of this agreement and any claim of any nature whatsoever arising out of any filming and/or related activities by LICENSEE's employees and agents; any act or omission of LICENSEE's employees and agents, including but not limited to, the failure to obtain a valid release from any recognizable person filmed LICENSEE shall indemnify LICENSOR and officials, its directors, officers and employees and save and hold each and all of them harmless of and from any and all loss, costs, damage, liability and expenses, including reasonable attorneys' fees, with respect to any death, injury or property damage or loss suffered by any of LICENSEE's employees and agents arising out of LICENSEE'S negligent actions. In accordance with this paragraph, LICENSEE will execute individual liability waivers/releases with each of LICENSEE's employees in favor of LICENSOR.

Additionally, LICENSEE shall place in force prior to production of any program policies of commercial liability insurance which shall contain coverage limits not less than those stated below:

- a. Commercial General Liability Insurance with a combined single limit of liability of not less than:
 - i. General Aggregate \$2,000,000
 - ii. Products & Completed Operations Aggregate \$2,000,000
 - iii. Personal Injury Each Person Limit \$1,000,000
 - iv. Advertising Injury Each Person Limit \$1,000,000
 - v. Each Occurrence Limit \$1,000,000

- b. Professional Liability Insurance with minimum limits of \$1,000,000 per each claim and \$3,000,000 aggregate.
- c. Commercial Automobile Insurance with a combined single limit of not less than \$1,000,000 each person and \$1,000,000 each occurrence.
- d. Commercial Umbrella Insurance providing excess liability over primary coverage of Employer's Liability, Commercial General Liability, Professional Liability and Commercial Automobile Liability in limits of not less than \$1,000,000 each Occurrence and \$1,000,000 Aggregate.

Each insurance policy shall include the following conditions by endorsement to the policy:

- a. Forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to LICENSOR by certified mail to: Dougherty County, Georgia, c/o County Administrator, P.O. Box 1827, Albany, Georgia 31702 or to such other address as LICENSOR may designate in writing.
- b. LICENSOR shall be endorsed on all required policies, exclusive of professional liability insurance, as an additional named insured.
- c. Companies issuing insurance policy or policies shall have no recourse against LICENSOR for the payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of LICENSEE.

Further, LICENSEE shall maintain workers compensation insurance coverage on its employees as required by Georgia law. If the LICENSEE utilizes any LICENSOR Employee in connection with any aspect of the Production while the LICENSOR Employee is off-duty, LICENSEE shall provide workers' compensation coverage for such off-duty work performed for the LICENSEE.

7. RESERVATION OF RIGHTS.

All rights not expressly granted herein are reserved by LICENSOR.

8. CREDITS AND NOTICE.

Each copy of all LICENSOR-approved episodes of the Production shall include (1) proper screen credit acknowledging cooperation from the LICENSOR, the form of which shall be subject to network approval.

9. TERM OF THE AGREEMENT.

This Agreement and the provisions hereof except as provided otherwise, shall be in full force and effect commencing on the date of the execution by both parties and shall expire one (1) year from the date of mutual execution of this Agreement, provided at expiration, the parties will cooperate in good faith to provide and consider (which shall not be unreasonably withheld) an extension of the term of this Agreement if necessary for production.

10. TERMINATION.

The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

- a. Right of Termination. LICENSOR shall have the right to terminate this Agreement for cause (as set forth below) by giving forty-five (45) days prior written notice to LICENSEE:
 - i. LICENSEE'S failing to adhere to a material term or condition of the license and this

- Agreement herein; or
- ii. LICENSEE'S filing a petition or being petitioned on its behalf by a third party in bankruptcy or is adjudicated as bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if LICENSEE discontinues or dissolves its business or if a receiver is appointed for LICENSEE or for LICENSEE's business and such receiver is not discharged within sixty (60) days.

b. Right to Cure. LICENSEE shall have a forty-five (45) day period to cure any breach of this agreement from receipt of written notice thereof.

c. LICENSEE's Right to Terminate. LICENSEE shall have the right to terminate this Agreement at any time on forty-five (45) days' written notice to LICENSOR, such termination to become effective at the conclusion of such forty-five (45) day period.

11. EFFECTS OF TERMINATION.

Upon any termination or expiration of this Agreement, all rights granted to LICENSEE shall forthwith terminate and immediately revert to LICENSOR. Concurrently, LICENSEE shall cease all use of LICENSOR seal, emblems, all LICENSOR trademarks, LICENSOR Employees, and other Footage in connection with all unproduced episodes of the Production. Previously approved episodes and footage shall not be affected by any termination and the exhibition and exploitation rights with respect thereto as set forth herein shall continue in full force and effect as though this agreement was not terminated. However, material identified as objectionable as defined in paragraph 22a through 22h and paragraph 4 herein shall never be aired, distributed, shown, or disseminated in any way.

12. OTHER.

LICENSOR understands and agrees that the basic cable network named in Exhibit A (also "cable network" or "network" herein) is a third party beneficiary to this agreement, and LICENSOR acknowledges that any obligations under this agreement are intended to benefit the network.

13. NOTICES.

All notices and statements to be given shall be given or made at the respective addresses of the parties as follows, unless notification of a change of address is given in writing, and the date of mailing shall be deemed the date the notice or statement is given:

LICENSOR:

Dougherty County, Georgia
County Administrator,
P.O. BOX 1827
Albany, Georgia 31702

LICENSEE:

44 Blue Productions, Inc.
3900 W. Alameda Ave.
Burbank, CA 91505
P: 818-760-4442
F: 818-760-1509

14. NO JOINT VENTURE.

Nothing herein contained shall be construed to place the parties in the relationship of partners or joint ventures, and LICENSEE shall have no power to obligate or bind LICENSOR in any manner whatsoever.

15. NO WAIVER.

None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which represents the entire understanding of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceeding to enforce any or all of such rights. No person, firm, group or corporation other than LICENSEE and LICENSOR shall be deemed to have acquired any rights by reason of anything contained in this Agreement.

16. LICENSES AND PERMITS.

LICENSEE shall qualify to do business in the State of Georgia and obtain and maintain any and all licenses and permits as mandated by Dougherty County, and the State of Georgia during the term of this Agreement.

17. ASSIGNMENT AND DELEGATION.

LICENSEE may not directly, by operation of law, by merger or otherwise, assign, hypothecate, pledge, or transfer any of its rights including the license granted herein, nor delegate any of its obligations under this Agreement except to an entity which acquires all or substantially all of Licensee's assets and such entity indemnifies Licensor. Notwithstanding the foregoing, LICENSEE's right to distribute to its cable network the approved episodes of the Production is not encumbered by provisions in this paragraph and it may grant ownership rights to approved episodes of the Production as required by any agreement it enters with a network or other licensee of the Production provided said network or other licensee agrees to be bound by the applicable terms of this Agreement.

18. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and enforced in the courts of the State of Georgia with venue being in Dougherty County, Georgia.

19. ACCESS RIGHTS.

LICENSEE acknowledges and agrees that in order to protect the integrity of the EMS Department's work, maintain the safety of LICENSOR Employees and the Public (inclusive of Licensee's personnel), LICENSEE shall comply with all instructions and restrictions as directed by LICENSOR for the purpose of the foregoing, in the sole discretion of LICENSOR, at any and all filming locations. Any filming, work or other activity of LICENSEE and/or LICENSEE's personnel shall not interfere in any manner with the execution and performance of EMS Employees' duties. The determination as to whether such filming, work or activity constitutes interference shall be up to the EMS Director.

20. REIMBURSEMENT.

LICENSEE acknowledges and agrees that it may not, during the course of filming put the LICENSOR, Dougherty County, or any County Department to any expense; any filming, work or other activity in connection herewith shall be done at no cost to LICENSOR, and LICENSEE agrees to reimburse LICENSOR for any and all reasonable pre-approved and agreed costs which LICENSOR incurs as result of the Production.

21. RELEASE AND CONSENT.

LICENSEE shall be responsible for obtaining all necessary consents including the written consent of LICENSOR Employees featured in the Production, and such consent by the Personnel is hereby expressly authorized by LICENSOR. The LICENSEE understands and acknowledges that the authorization provided herein does not extend to elected officials, personnel, employees or agents of LICENSOR who may not qualify as "EMS Employees." The LICENSEE further understands and agrees that the authorization given by LICENSOR in this Paragraph shall not be interpreted as a requirement that any LICENSOR Employee give their consent. The form and content of the consent shall be approved by LICENSOR in advance. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that any and all rights granted by LICENSOR to LICENSEE in this Agreement shall be used only in direct connection with the Production but only for purposes connected with the content and public distribution of the approved recordings produced including publicity and advertising thereof. For avoidance of doubt, no Footage or other items obtained by LICENSEE as a result of the rights granted herein shall be used in any manner or for any purpose not directly connected with the content and public distribution of approved recordings for the Production or promotion and presentation of same without the express, written consent of LICENSOR.

22. APPROVAL RIGHTS.

Notwithstanding anything herein to the contrary, LICENSOR reserves its right to restrict, revoke, or otherwise limit access under circumstances that may adversely impact or jeopardize:

- a. The integrity of a crime scene,
- b. The preservation of evidence,
- c. The safety of witnesses or victims,
- d. The anonymity of confidential information sources,
- e. The disclosure of sensitive information considered critical to the successful identification, apprehension, or criminal prosecution of a suspect,
- f. Constitutional protections afforded to individuals suspected of or arrested for a crime,
- g. The integrity of any LICENSOR Department's work, and
- h. The safety of LICENSOR employees or the public.
- i. HIPAA rules and regulations

23. EQUAL EMPLOYMENT OPPORTUNITY.

In all hiring or employment made possible by, or resulting from this Agreement, the LICENSEE shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and where applicable, will take affirmative action to ensure that the LICENSEE's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

24. NON-DISCRIMINATION.

In the performance of this Agreement, the LICENSEE will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or

HIV-status against any employee of the LICENSOR working with the LICENSEE in any of LICENSEE's operations within Dougherty County or any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the LICENSEE. The LICENSEE agrees to comply with and abide by all applicable federal, state and local laws relating to nondiscrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

25. INTEGRATION.

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

26. SEVERABILITY.

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from the Agreement.

27. GEORGIA OPEN RECORDS LAW.

It is understood by the parties hereto that Public Policy of the State of Georgia strongly favors open government and that open government is essential to a free, open and democratic society. There is a strong presumption in the State of Georgia that public records should be made available for public inspection without delay. The Georgia Open Records law is broadly construed to allow the inspection of governmental records. The exceptions provided in the Open Records law together with any other exception located elsewhere in the law, must be interpreted narrowly to exclude only those portions of records specifically addressed by the exception. Licensee agrees to strictly comply with every requirement of the Georgia Open Records law and specifically with any assertion by licensee that certain document information is exempt from public disclosure.

28. APPROVAL BY DIRECTOR

Notwithstanding any agreements contained herein to the contrary, Licensee agrees to obtain the specific approval of the Emergency Medical Services Director for use of any and all County property, including but not limited to, equipment, insignias, logos, personal property and real property prior to said use. Notwithstanding any agreements contained herein to the contrary, Licensee agrees to obtain prior approval of the Emergency Medical Services Director relative to any and all contacts Licensee may have with EMS personnel.

DOUGHERTY COUNTY, GEORGIA, LICENSOR

BY: _____
Christopher S. Cohilas, Chairman,
Board of Commissioners of Dougherty County,
Georgia

ATTEST: _____
Jawahn Ware, County Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed below as of the day and year written below.

LICENSOR:

By: _____

Name: _____

Title: _____

Date: _____

PRODUCER:
44 Blue Productions, LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



From the producers of the acclaimed documentary series *Nightwatch* on A&E and *First Responders Live* on Fox, comes a new series chronicling the heroism and sacrifice of first responders.

This new series created by 44 Blue Productions (*Lockup*, *The True Story of Black Hawk Down*, *Pit Bulls & Parolees*) will follow the brave men and women on the frontlines of police, fire and EMS emergencies. This series will highlight the professionalism, hard work and resiliency of first responders, the uniquely strong bonds and camaraderie between them, their compassion and dedication to the community and those in need, as well as the great personal costs and unquantifiable rewards that come with service— never losing sight of the humanity behind the badge.

Our film crews have built a strong reputation for respecting and understanding how to work alongside EMS, Fire and Law Enforcement agencies across the country, without impeding care or compromising safety and procedure. Please see below for more information on our medical privacy guidelines and procedures, general clearance processes, as well as other production aspects.

Medical Guidelines/Procedures: Our team has produced pre-recorded EMS packages for five seasons during *Nightwatch* and *Nightwatch Nation*. We take medical privacy very seriously, and have developed strict procedures to comply with HIPAA guidelines to both protect patient privacy as afford agencies comfort and confidence in participating. Among other things, our producers, production team and crews undergo mandatory HIPAA training on medical privacy issues, and they agree to limit disclosures of health-related information. All on-location crew must undergo a background check. We will obtain appropriate HIPAA releases from EMS patients featured in the program, and related footage and paperwork will be handled and stored in a manner that respects their privacy. If you would like more information about our privacy-related practices please let us know, as we would be glad to answer any questions you might have.

General Clearance Procedures: In addition to the privacy procedures, 44 Blue's Clearance team is responsible for obtaining any appearance, location and materials releases for the series.

Indemnification/Insurance: Our general agreement with the governing agency contains indemnification and hold harmless language, which extends to the Mayor's Office, Directors, Chiefs, Officers, and employees.

Casting Process: A casting producer will discuss individuals who are interested in participating with appropriate departmental senior staff. After this discussion, the producer will interview potential cast remotely via Skype, and/or in-person. These interviews will be recorded and sent to the network for review, but will not be part of an aired broadcast.

Benefits of Participation:

- Places a human face to the hard-working individuals from Police, Fire and EMS departments.
- Provides an opportunity for staff to display the professionalism and training they've received, instilling them with a sense of pride and unity.
- Fosters communication and respect between the community and department.
- Allows for national exposure for the department and the city and/or county.
- Experience has shown that positive exposure can be an effective recruiting tool.
- Informs viewers about important public safety issues and creates public awareness for work done by first responders.

About 44 Blue Productions: 44 BLUE is a Peabody, Emmy, Gracie and GLAAD Award winning producer of unscripted, scripted and documentary series. For the last three decades 44 Blue has produced series across broadcast, cable, streaming and digital platforms, including current and recent projects with Academy Award Winners Viola Davis and Whoopi Goldberg, Mark Wahlberg, Dwayne "The Rock" Johnson, and Dick Wolf (*Law & Order*). Credits include: HBO's top-rated feature doc *Rock and a Hard Place*, MSNBC's long - running series *Lockup*, A&E's twice Emmy - nominated *Wahlburgers*, Animal Planet's #1 series *Pit Bulls and Parolees*, A&E's top-rated *Nightwatch* and *Nightwatch Nation*, Fox's *First Responders Live*, E!'s #1 series *Hollywood Medium With Tyler Henry*, Investigation Discovery's #1- rated *Twisted Sisters*, and many more. 44 Blue is represented by the William Morris Endeavor Agency.

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND RECORDING OF PERMANENT
DRAINAGE EASEMENTS, TEMPORARY CONSTRUCTION EASEMENTS AND A RIGHT-OF-WAY
MITER ACQUISITION QUIT CLAIM DEED FOR THE PURPOSE OF ALLEY PAVING THROUGHOUT
DOUGHERTY COUNTY, GEORGIA; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN
CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and having recorded the attached permanent Drainage Easements, Temporary Construction Easements and a Right-of-Way Miter Acquisition Quit Claim Deed for the purpose of alley paving throughout Dougherty County, Georgia.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I The attached permanent Drainage Easements, Temporary Construction Easements and Right-of-way Miter Acquisition Quit Claim Deed are hereby approved and the Director of Public Works is hereby authorized to have same said filed on the Land Records of Dougherty County.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 3rd day of August, 2020.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

RETURN TO:
DOUGHERTY COUNTY ENGINEERING
2038 NEWTON ROAD
ALBANY, GEORGIA 31701

CLERK: PLEASE CROSS REFERENCE TO
DEED BOOK 4654, PAGE 18 OF THE
DOUGHERTY COUNTY LAND RECORDS

GEORGIA,
DOUGHERTY COUNTY:

DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this 1 day of June, 2020 by and between

AUSTIN ARNOLD & MOLLY ARNOLD

as Grantors, and DOUGHERTY COUNTY, GEORGIA, AS GRANTEE.

WITNESSETH

That for and in consideration of the sum of ONE AND NO/00 (\$1.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS, cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the said Grantor(s) do (does) hereby grant unto the said Grantee a Drainage Easement described as follows:

All that tract or parcel of land lying and being in part of Land Lot 225 in the First Land District of Dougherty County, Georgia, more particularly described as follows.

A strip of land, 5 feet wide and 93.3 feet long, beginning at the Northwest corner of Parcel 225-1/00000/137, according to a map or plat of said property as same is recorded in Plat Book 3, Page 285, in the Office of the Clerk of the Superior Court of Dougherty County Georgia.

This being the same property as described in Deed Book 4654, Page 18, Dougherty County Land Records.

Said drainage easement contains .01 acres.

Said easement is to be used and maintained for Drainage purposes by Dougherty County, Georgia according to the plat attached hereto, marked Exhibit "A", and made a part hereof.

To have and to hold said Easement unto the said Grantees, their successors and assigns, for so long as said Easement shall be used for Drainage purposes.

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

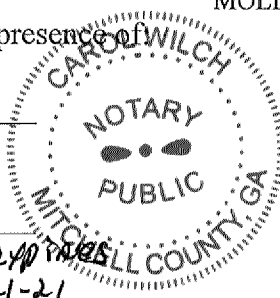
Austin Arnold L.S.
AUSTIN ARNOLD

Molly Arnold L.S.
MOLLY ARNOLD

Signed, sealed and delivered in the presence of

Carol Wilch
Unofficial Witness

Carol Wilch
Notary Public



RIGHT-OF-WAY

RICHARD F.
STEVENS
225-1/00000/146

406 Redbud Ave

BRIDGETTE E. COX &
EVERETT COX
225-1/00000/145

408 Redbud Ave

BOBBY R. MOORE
225-1/00000/144

410 Redbud Ave

KAMEIKA HARVEY
225-1/00000/143

412 Redbud Ave

ALLEY

REDBUD ALLEY

P/ROW

P/ROW

93.3'

5.00'

PERMANENT
DRAINAGE
EASEMENT
.01 ACRES

JUANITA & VICTOR
EDWARDS
225-1/00000/135

450 Polnciana Ave

ANTONIE VELDKAMP
225-1/00000/136

448 Polnciana Ave

AUSTIN & MOLLY
ARNOLD
225-1/00000/137

454 Polnciana Ave



EXHIBIT "A"

DOUGHERTY COUNTY
ENGINEERING DEPARTMENT

RADIUM SPRINGS SUBDIVISION
DRAINAGE EASEMENT
AUSTIN & MOLLY ARNOLD

DRAWN BY: L.T.

CHECKED BY: J.B.

SCALE:
NOT TO SCALE

DATE: FEB 2020

SHEET: 1 of 1

RETURN TO:
DOUGHERTY COUNTY ENGINEERING
2038 NEWTON ROAD
ALBANY, GEORGIA 31701

CLERK: PLEASE CROSS REFERENCE TO
DEED BOOK 4560, PAGE 132 OF THE
DOUGHERTY COUNTY LAND RECORDS

GEORGIA,
DOUGHERTY COUNTY:

DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this 19 day of MAY, 2020 by and between

BRIDGETTE P. COX & EVERETT COX

as Grantors, and DOUGHERTY COUNTY, GEORGIA, AS GRANTEE.

W I T N E S S E T H

That for and in consideration of the sum of ONE AND NO/00 (\$1.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS, cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the said Grantor(s) do (does) hereby grant unto the said Grantee a Drainage Easement described as follows:

All that tract or parcel of land lying and being in part of Land Lot 225 in the First Land District of Dougherty County, Georgia, more particularly described as follows.

A strip of land, 10 feet wide and 93.3 feet long, beginning at the Southwest corner of Parcel 225-1/00000/145, according to a map or plat of said property as same is recorded in Plat Book 3, Page 285, in the Office of the Clerk of the Superior Court of Dougherty County Georgia.

This being the same property as described in Deed Book 4560, Page 132, Dougherty County Land Records.

Said drainage easement contains .02 acres.

Said easement is to be used and maintained for Drainage purposes by Dougherty County, Georgia according to the plat attached hereto, marked Exhibit "A", and made a part hereof.

To have and to hold said Easement unto the said Grantees, their successors and assigns, for so long as said Easement shall be used for Drainage purposes.

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

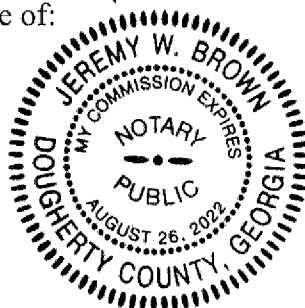
Bridgette P. Cox L.S.
BRIDGETTE P. COX

Everett Cox L.S.
EVERETT COX

Signed, sealed and delivered in the presence of:

Betty McKeen
Unofficial Witness

Jeremy W. Brown
Notary Public



RIGHT-OF-WAY

RICHARD F.
STEVENS
225-1/00000/146

406 Redbud Ave

BRIDGETTE E. COX &
EVERETT COX
225-1/00000/145

408 Redbud Ave

BOBBY R. MOORE
225-1/00000/144

410 Redbud Ave

KAMEIKA HARVEY
225-1/00000/143

412 Redbud Ave

PERMANENT
DRAINAGE
EASEMENT
.02 ACRES

93.3'

10.00'

REDBUD ALLEY

R/ROW

R/ROW

ALLEY

JUANITA & VICTOR
EDWARDS
225-1/00000/135

450 Poinclana Ave

ANTONIE VELDKAMP
225-1/00000/136

448 Poinclana Ave

AUSTIN & MOLLY
ARNOLD
225-1/00000/137

454 Poinclana Ave



EXHIBIT "A"

DOUGHERTY COUNTY
ENGINEERING DEPARTMENT

RADIUM SPRINGS
DRAINAGE EASEMENT
BRIDGETTE P. & EVERETT COX

DRAWN BY: L.T.

CHECKED BY: J.B.

SCALE:
NOT TO SCALE

DATE: FEB 2020

SHEET: 1 of 1

RETURN TO:
DOUGHERTY COUNTY PUBLIC WORKS
2038 NEWTON ROAD
ALBANY, GEORGIA 31701

GEORGIA, DOUGHERTY COUNTY:

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and entered into this 15 day of JUNE, 2020

by and between DELANIA J. HARDEN As Grantor, and

DOUGHERTY COUNTY, GEORGIA, AS GRANTEE.

W I T N E S S E T H

That for and in consideration of the sum of ONE AND NO/00 (\$1.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS, cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the said Grantor(s) do (does) hereby grant unto the said Grantee a Temporary Construction Easement described as follows:

All that tract or parcel of land lying and being in part of Land Lot 225 in the First Land District of Dougherty County, Georgia, more particularly described as follows.


A strip of land, 10 feet wide and 97.3 feet long, beginning at the Southeast corner of Parcel 0183/00004/005, according to a map or plat of said property as same is recorded in Plat Book 3, Page 323, in the Office of the Clerk of the Superior Court of Dougherty County Georgia.

This being the same property as described in Deed Book 1977, Page 42, Dougherty County Land Records.


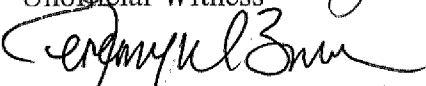
Said Easement is to be used for the construction of paving of alleys in Dougherty County, Georgia, according to the plat attached hereto, marked Exhibit "A" and made a part hereof. The easement shall grant the Grantee the right of entry to the easement area for purposes of construction.

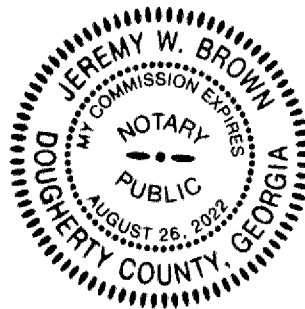
To have and to hold said Easement unto the said Grantees, their successors and assigns, for so long as said Easement shall be used for alley construction purposes. Easement shall terminate upon the completion of the project construction.

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

 L.S.
DELANIA J. HARDEN

Signed, sealed and delivered
in the presence of:


Unofficial Witness

Notary Public



MOCKINGBIRD DRIVE

RIGHT-OF-WAY

DELANIA J.
HARDEN
00183/00004/005

102 MOCKINGBIRD
DRIVE

THOMAS J. &
PATRICIA A MITCHELL
225-1/00000/145

104 MOCKINGBIRD
DRIVE

DONALD ALBERT
DALLY
00183/00004/007

106 MOCKINGBIRD
DRIVE

TEMPORARY
DRAINAGE
EASEMENT
.02 ACRES

5.00'

97.3'

R/ROW

MOCKINGBIRD ALLEY

R/ROW

ALLEY



DOUGHERTY COUNTY
ENGINEERING DEPARTMENT

RADIUM SPRINGS
TEMPORARY
CONSTRUCTION EASEMENT
DELANIA J. HARDEN

DRAWN BY: L.T.

CHECKED BY: J.B.

SCALE:
NOT TO SCALE

DATE: FEB 2020

SHEET: 1 of 1

RETURN TO:
DOUGHERTY COUNTY PUBLIC WORKS
2038 NEWTON ROAD
ALBANY, GEORGIA 31701

GEORGIA, DOUGHERTY COUNTY:

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and entered into this 12 day of JUNE, 2020

by and between DELOIS H. JACKSON as Grantor, and

DOUGHERTY COUNTY, GEORGIA, AS GRANTEE.

W I T N E S S E T H

That for and in consideration of the sum of ONE AND NO/00 (\$1.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS, cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the said Grantor(s) do (does) hereby grant unto the said Grantee a Temporary Construction Easement described as follows:

All that tract or parcel of land lying and being in part of Land Lot 225 in the First Land District of Dougherty County, Georgia, more particularly described as follows.

A strip of land, 10 feet wide and 150 feet long, beginning at the Southwest corner of Parcel 225-1/00000/090, according to a map or plat of said property as same is recorded in Plat Book 1, Page A96, in the Office of the Clerk of the Superior Court of Dougherty County Georgia.

This being the same property as described in Deed Book 4052, page 243, Dougherty County Land Records.

Said Easement is to be used for the construction of paving of alleys in Dougherty County, Georgia, according to the plat attached hereto, marked Exhibit "A" and made a part hereof. The easement shall grant the Grantee the right of entry to the easement area for purposes of construction.

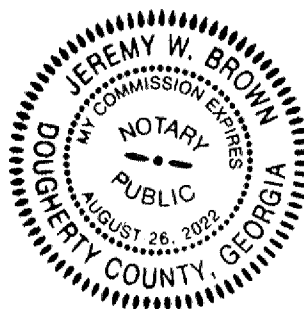
To have and to hold said Easement unto the said Grantees, their successors and assigns, for so long as said Easement shall be used for alley construction purposes. Easement shall terminate upon the completion of the project construction.

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

DeLois H. Jackson L.S.
DELOIS H. JACKSON

Signed, sealed and delivered
in the presence of:

Berita Dyer
Unofficial Witness
Jeremy W. Brown
Notary Public



POINCIANA AVENUE

REGINA ROAD

RIGHT-OF-WAY

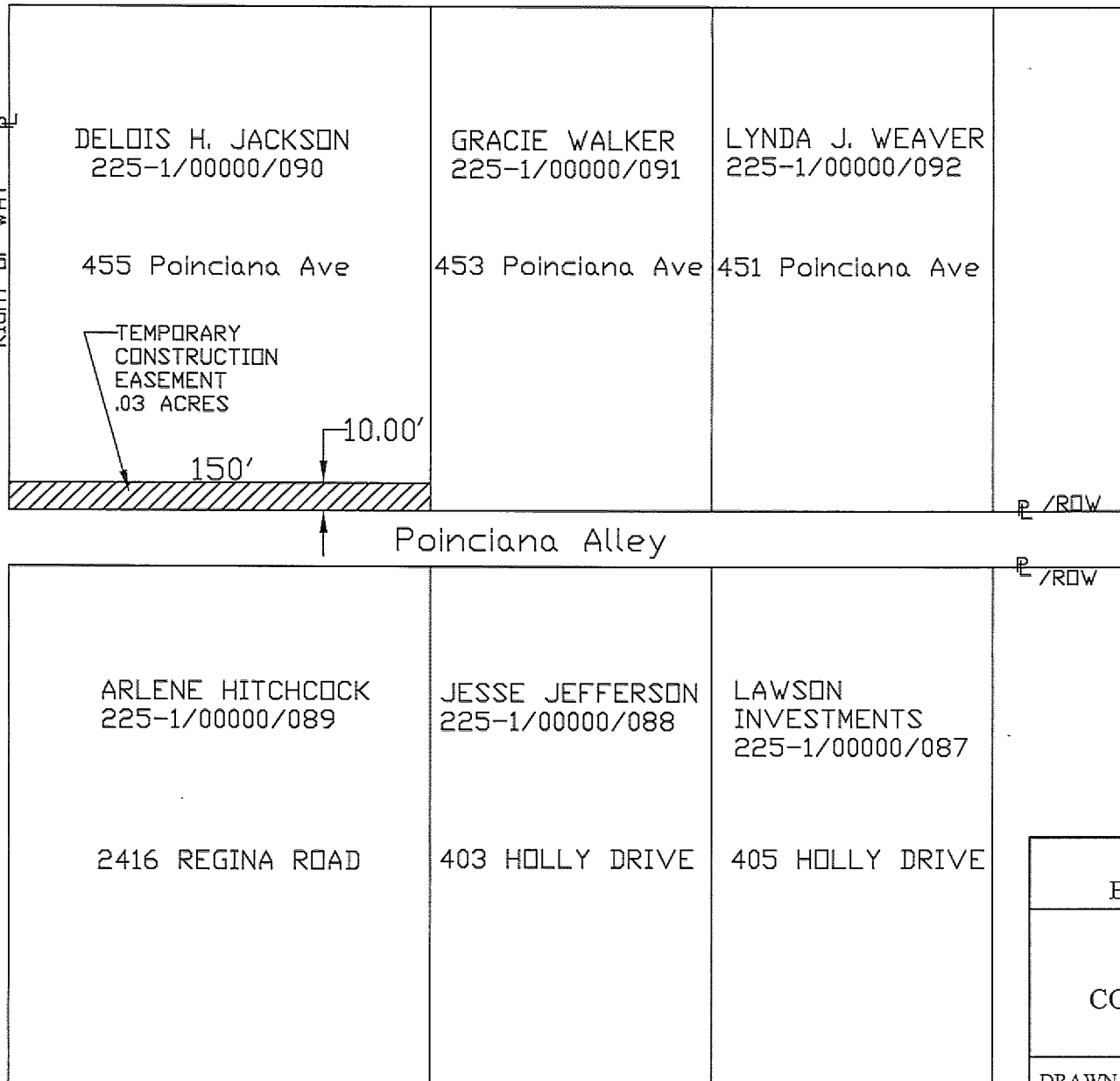


EXHIBIT "A"

DOUGHERTY COUNTY
ENGINEERING DEPARTMENT

RADIUM SPRINGS
TEMPORARY
CONSTRUCTION EASEMENT
DELOIS H. JACKSON

| | |
|---------------------|------------------|
| DRAWN BY: L.T. | CHECKED BY: J.B. |
| SCALE: NOT TO SCALE | DATE: FEB 2020 |
| | SHEET: 1 of 1 |

HOLLY DRIVE

RETURN TO:
DOUGHERTY COUNTY ENGINEERING
2038 NEWTON ROAD
ALBANY, GEORGIA 31701

CLERK: PLEASE CROSS REFERENCE TO
DEED BOOK 4137, PAGE 90 OF THE
DOUGHERTY COUNTY LAND RECORDS

GEORGIA,
DOUGHERTY COUNTY:

DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this 6 day of MAY, 2020 by and between

BOBBY R. MOORE

as Grantor, and DOUGHERTY COUNTY, GEORGIA, AS GRANTEE.

W I T N E S S E T H

That for and in consideration of the sum of ONE AND NO/00 (\$1.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS, cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the said Grantor(s) do (does) hereby grant unto the said Grantee a Drainage Easement described as follows:

All that tract of land lying and being in part of Land Lot 225 in the First Land District of Dougherty County, Georgia, more particularly described as follows.

A strip of land, 10 feet wide and 93.3 feet long, beginning at the Southwest corner of parcel 225-1/00000/144, Lot "O" of the property of Bobby R. Moore, part of Block "W", Radium Springs Subdivision, Section 1, according to a map or plat of said property as the same is recorded in Plat Book 3, Page 285, in the office of the Clerk of Superior Court, Dougherty County, Georgia.

This being the same property as described in Deed Book 4137, Page 90, Dougherty County Land Records.

Said drainage easement contains .02 acres.

Said easement is to be used and maintained for Drainage purposes by Dougherty County, Georgia according to the plat attached hereto, marked Exhibit "A", and made a part hereof.

To have and to hold said Easement unto the said Grantees, their successors and assigns, for so long as said Easement shall be used for Drainage purposes.

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

Bobby R. Moore L.S.
BOBBY R. MOORE

Signed, sealed and delivered in the presence of:

Betty McKeen
Unofficial Witness

Jeremy W. Brown
Notary Public



REDBUD ROAD

RIGHT-OF-WAY

RICHARD F. STEVENS
225-1/00000/146
406 Redbud Ave

BRIDGETTE E. COX & EVERETT COX
225-1/00000/145
408 Redbud Ave

BOBBY R. MOORE
225-1/00000/144
410 Redbud Ave

KAMEIKA HARVEY
225-1/00000/143
412 Redbud Ave

PERMANENT DRAINAGE EASEMENT
.02 ACRES

10.00'

93.3'

P/ROW

REDBUD ALLEY

P/ROW

ALLEY

JUANITA & VICTOR EDWARDS
225-1/00000/135
450 Poinclana Ave

ANTONIE VELDKAMP
225-1/00000/136
448 Poinclana Ave

AUSTIN & MOLLY ARNOLD
225-1/00000/137
454 Poinclana Ave

EXHIBIT "A"

DOUGHERTY COUNTY
ENGINEERING DEPARTMENT

RADIUM SPRINGS
DRAINAGE EASEMENT
BOBBY R. MOORE

DRAWN BY : L.T.

CHECKED BY : J.B.

SCALE :
NOT TO SCALE

DATE : FEB 2020

SHEET : 1 of 1

RETURN TO:
DOUGHERTY COUNTY PUBLIC WORKS
2038 NEWTON ROAD
ALBANY, GEORGIA 31701

GEORGIA, DOUGHERTY COUNTY:

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and entered into this 6 day of JUNE, 2020

by and between DAVID ROOKS & LINDA ROOKS

As Grantor, and DOUGHERTY COUNTY, GEORGIA, AS GRANTEE.

W I T N E S S E T H

That for and in consideration of the sum of ONE AND NO/00 (\$1.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS, cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the said Grantor(s) do (does) hereby grant unto the said Grantee a Temporary Construction Easement described as follows:

All that tract or parcel of land lying and being in part of Land Lot 223 in the First Land District of Dougherty County, Georgia, more particularly described as follows.

A strip of land, 10 feet wide and 334.5 feet long, beginning at the Northeast corner of parcel Parcel 00182/00001/20K, according to a map or plat of said property of said subdivision as same is recorded in Plat Book 3, Page 311, in the Office of the Clerk of the Superior Court of Dougherty County Georgia.

Said Easement is to be used for the construction of paving of alleys in Dougherty County, Georgia, according to the plat attached hereto, marked Exhibit "A" and made a part hereof. The easement shall grant the Grantee the right of entry to the easement area for purposes of construction.

To have and to hold said Easement unto the said Grantees, their successors and assigns, for so long as said Easement shall be used for alley construction purposes. Easement shall terminate upon the completion of the project construction.

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

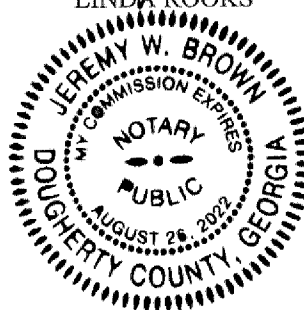
David Rooks L.S.
DAVID ROOKS

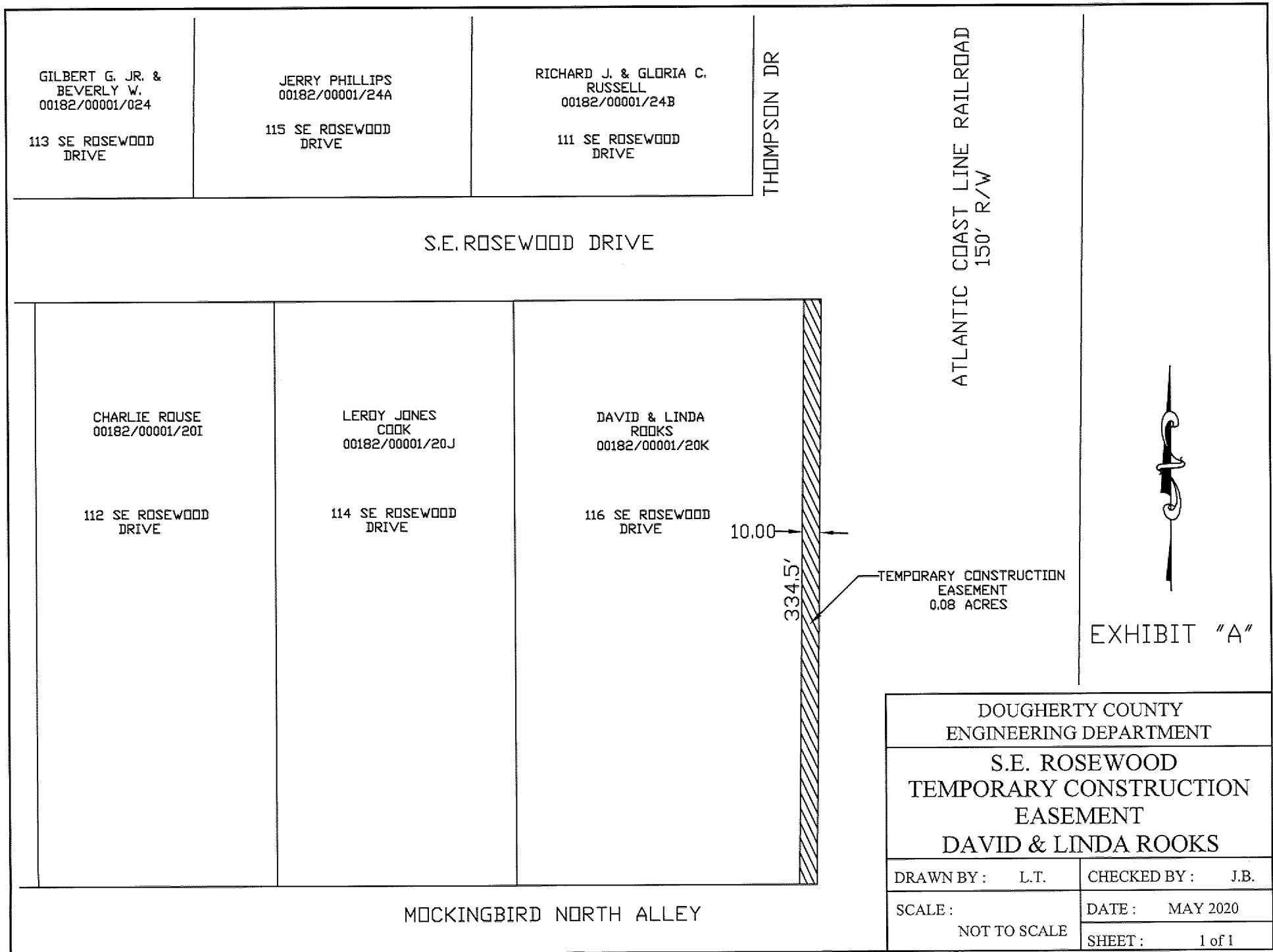
Linda Rooks L.S.
LINDA ROOKS

Signed, sealed and delivered
in the presence of:

Berita Dyer
Unofficial Witness

Jeremy W. Brown
Notary Public





| | |
|--|-------------------|
| DOUGHERTY COUNTY ENGINEERING DEPARTMENT | |
| S.E. ROSEWOOD TEMPORARY CONSTRUCTION EASEMENT DAVID & LINDA ROOKS | |
| DRAWN BY : L.T. | CHECKED BY : J.B. |
| SCALE : NOT TO SCALE | DATE : MAY 2020 |
| | SHEET : 1 of 1 |

RETURN TO:
Dougherty County Engineering
2038 Newton Road
Albany, GA 31701

QUIT CLAIM DEED

STATE OF Georgia, COUNTY OF Dougherty

THIS INDENTURE, Made the 6 day of JUNE, in the year 2020, between DAVID ROOKS AND LINDA ROOKS, as party of the First part, hereinafter called GRANTOR, and DOUGHERTY COUNTY, GEORGIA, as party of the second part, hereinafter called GRANTEE, (The words "GRANTOR" and "GRANTEE" to include their respective heirs, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained sold and does by these presents bargain, sell, remise, release and forever quit-claim to the said GRANTEE all the right, title, interest, claim or demand which the said GRANTOR has or may have had in and to the following described property:

All that tract or parcel of land lying and being in Land Lot 223, First Land District, Dougherty County, Georgia and being more particularly described as a ten (10) foot by ten (10) foot miter at the Southeast corner of the property described in Deed Book 1676, Page 153 of the Dougherty County Land Records. Said miter is adjacent to the existing Right-of-Way of the Atlantic Coast Line Railroad, as shown on a plat of said property attached hereto as Exhibit "A".

Said tract contains 50 SqFt more or less.

Parcel No.: 00182/00001/20K

TO HAVE AND TO HOLD the said described premises unto the said GRANTEE, so that neither the said GRANTOR, nor any other person or persons claiming under the said GRANTOR shall at any time claim or demand any right, title or interest to the above described premises or its appurtenances.

IN WITNESS WHEREOF, the GRANTOR has signed and sealed this deed, the day and year above written.

David Rooks

LS

DAVID ROOKS

Linda Rooks

LS

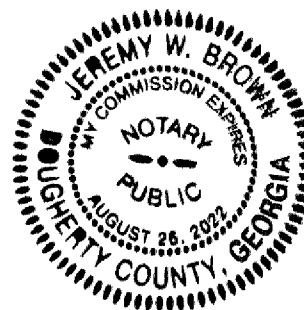
LINDA ROOKS

Signed, sealed and delivered in presence of:

Beinta Dye
UNOFFICIAL WITNESS

Jeremy W. Brown
NOTARY PUBLIC

My commission Expires: 8/26/22



S.E. ROSEWOOD DRIVE

LEROY JONES
COOK
00182/00001/20J

114 SE ROSEWOOD
DRIVE

DAVID & LINDA
ROOKS
00182/00001/20K

116 SE ROSEWOOD
DRIVE

10'X10'
RIGHT-OF-WAY
MITER ACQUISITION
50 S.F.

MOCKINGBIRD NORTH ALLEY

ATLANTIC COAST LINE RAILROAD R/W



EXHIBIT "A"

DOUGHERTY COUNTY
ENGINEERING DEPARTMENT

S.E. ROSEWOOD
ROW MITER QUIT CLAIM
DAVID & LINDA ROOKS

DRAWN BY: L.T.

CHECKED BY: J.B.

SCALE:
NOT TO SCALE

DATE: MAY 2020

SHEET: 1 of 1

RETURN TO:
DOUGHERTY COUNTY PUBLIC WORKS
2038 NEWTON ROAD
ALBANY, GEORGIA 31701

GEORGIA, DOUGHERTY COUNTY:

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and entered into this 4 day of MAY, 2020

by and between GRACIE WALKER As Grantor, and

DOUGHERTY COUNTY, GEORGIA, AS GRANTEE.

W I T N E S S E T H

That for and in consideration of the sum of ONE AND NO/00 (\$1.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS, cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the said Grantor(s) do (does) hereby grant unto the said Grantee a Temporary Construction Easement described as follows:

All that tract or parcel of land lying and being in part of Land Lot 225 in the First Land District of Dougherty County, Georgia, more particularly described as follows.

A strip of land, 10 feet wide and 100 feet long, beginning at the Southwest corner of Parcel 225-1/00000/091, according to a map or plat of said property as same is recorded in Plat Book 1, Page A-96, in the Office of the Clerk of the Superior Court of Dougherty County Georgia.

This being the same property as described in Deed Book 1971, Page 70, Dougherty County Land Records.

Said Easement is to be used for the construction of paving of alleys in Dougherty County, Georgia, according to the plat attached hereto, marked Exhibit "A" and made a part hereof. The easement shall grant the Grantee the right of entry to the easement area for purposes of construction.

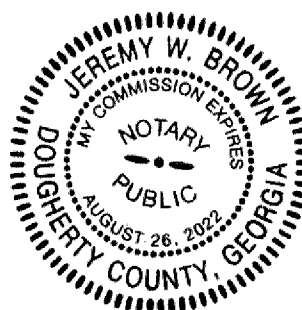
To have and to hold said Easement unto the said Grantees, their successors and assigns, for so long as said Easement shall be used for alley construction purposes. Easement shall terminate upon the completion of the project construction.

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

Gracie Walker L.S.
GRACIE WALKER

Signed, sealed and delivered
in the presence of:

Jeremy W. Brown
Unofficial Witness
Jeremy W. Brown
Notary Public



POINCIANA AVENUE

REGINA ROAD

RIGHT-OF-WAY

DELOIS H. JACKSON
225-1/00000/090

455 Poinciana Ave

GRACIE WALKER
225-1/00000/091

453 Poinciana Ave

LYNDA J. WEAVER
225-1/00000/092

451 Poinciana Ave

TEMPORARY
CONSTRUCTION
EASEMENT
.02 ACRES

100'

10.00'

Poinciana Alley

R / ROW

R / ROW

ARLENE HITCHCOCK
225-1/00000/089

2416 REGINA ROAD

JESSE JEFFERSON
225-1/00000/088

403 HOLLY DRIVE

LAWSON
INVESTMENTS
225-1/00000/087

405 HOLLY DRIVE

HOLLY DRIVE



EXHIBIT "A"

DOUGHERTY COUNTY
ENGINEERING DEPARTMENT

RADIUM SPRINGS
TEMPORARY
CONSTRUCTION EASEMENT
GRACIE WALKER

DRAWN BY: L.T.

CHECKED BY: J.B.

SCALE:
NOT TO SCALE

DATE: FEB 2020

SHEET: 1 of 1

RETURN TO:
DOUGHERTY COUNTY PUBLIC WORKS
2038 NEWTON ROAD
ALBANY, GEORGIA 31701

GEORGIA, DOUGHERTY COUNTY:

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and entered into this 7 day of MAY, 2020

by and between LYNDA J. WEAVER

As Grantor, and DOUGHERTY COUNTY, GEORGIA, AS GRANTEE.

W I T N E S S E T H

That for and in consideration of the sum of ONE AND NO/00 (\$1.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS, cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the said Grantor(s) do (does) hereby grant unto the said Grantee a Temporary Construction Easement described as follows:

All that tract or parcel of land lying and being in part of Land Lot 225 in the First Land District of Dougherty County, Georgia, more particularly described as follows.

A strip of land, 10 feet wide and 100 feet long, beginning at the Southwest corner of parcel Parcel 225-1/00000/092, according to a map or plat of said property as same is recorded in Plat Book 3, Page 173, in the Office of the Clerk of the Superior Court of Dougherty County Georgia.

This being the same property as described in Deed Book 2505, Page 307, Dougherty County Land Records.

Said Easement is to be used for the construction of paving of alleys in Dougherty County, Georgia, according to the plat attached hereto, marked Exhibit "A" and made a part hereof. The easement shall grant the Grantee the right of entry to the easement area for purposes of construction.

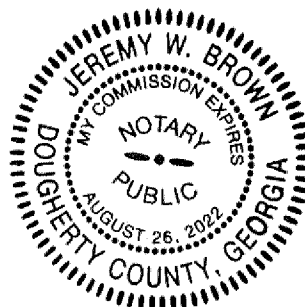
To have and to hold said Easement unto the said Grantees, their successors and assigns, for so long as said Easement shall be used for alley construction purposes. Easement shall terminate upon the completion of the project construction.

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

Lynda J. Weaver L.S.
LYNDA J. WEAVER

Signed, sealed and delivered
in the presence of:

Beth McKenney
Unofficial Witness
Jeremy W. Brown
Notary Public



REGINA ROAD

RIGHT-OF-WAY

POINCIANA AVENUE

DELOIS H. JACKSON
225-1/00000/090

455 Poinciana Ave

GRACIE WALKER
225-1/00000/091

453 Poinciana Ave

LYNDA J. WEAVER
225-1/00000/092

451 Poinciana Ave

TEMPORARY
CONSTRUCTION
EASEMENT
.02 ACRES

100'

10.00'

Poinciana Alley

R /ROW

R /ROW

ARLENE HITCHCOCK
225-1/00000/089

2416 REGINA ROAD

JESSE JEFFERSON
225-1/00000/088

403 HOLLY DRIVE

LAWSON
INVESTMENTS
225-1/00000/087

405 HOLLY DRIVE

HOLLY DRIVE



EXHIBIT "A"

DOUGHERTY COUNTY
ENGINEERING DEPARTMENT

RADIUM SPRINGS
TEMPORARY
CONSTRUCTION EASEMENT
LYNDA J. WEAVER

DRAWN BY: L.T.

CHECKED BY: J.B.

SCALE:
NOT TO SCALE

DATE: FEB 2020

SHEET: 1 of 1

2020 Dougherty County Alley Paving Phase 1 Easements and Right of Way Acquisition

| Owner's Name | Address | Parcel Number | Deed Book, Page Number | Type of Document |
|----------------------------|-----------------------|----------------------|-------------------------------|----------------------------------|
| | | | | |
| Austin & Molly Arnold | 454 Poinciana Avenue | 225-1/00000/137 | Deed Book 4654, Page 18 | Permanent Drainage Easement |
| Bridgette P. & Everett Cox | 408 Redbud Avenue | 225-1/00000/145 | Deed Book 4560, Page 132 | Permanent Drainage Easement |
| Delania J. Harden | 102 Mockingbird Drive | 0183/00004/005 | Deed Book 1977, Page 42 | Temporary Construction Easement |
| Delois H. Jackson | 455 Poinciana Avenue | 225-1/00000/090 | Deed Book 4052, Page 243 | Temporary Construction Easement |
| Bobby R. Moore | 410 Redbud Avenue | 225-1/00000/144 | Deed Book 4137, Page 90 | Permanent Drainage Easement |
| David & Linda Rooks | 116 SE Rosewood Drive | 00182/00001/20K | Deed Book 1676, Page 153 | Temporary Construction Easement |
| David & Linda Rooks | 116 SE Rosewood Drive | 00182/00001/20K | Deed Book 1676, Page 153 | Right of Way Acquisition (Miter) |
| Gracie Walker | 453 Poinciana Avenue | 225-1/00000/091 | Deed Book 1971, Page 70 | Temporary Construction Easement |
| Lyndia J. Weaver | 451 Poinciana Avenue | 225-1/00000/092 | Deed Book 2505, Page 307 | Temporary Construction Easement |

**A RESOLUTION
ENTITLED**

**A RESOLUTION TO DECLARE AS SURPLUS A SALVAGED 2005 FORD CROWN VICTORIA
(VIN NO. 2FAFP71W55X172525) AND HAVE SAID SURPLUSSED SALVAGED VEHICLE DISPOSED
OF THROUGH UNDERWRITERS SAFETY AND CLAIMS, DOUGHERTY COUNTY'S THIRD PARTY
ADMINISTRATOR; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT
HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, Dougherty County, Georgia is desirous of declaring as surplus a salvaged 2005 Ford Crown Victoria (VIN NO. 2FAFP71W55X172525) and having said vehicle disposed of a surplused salvaged vehicle through Underwriters Safety and Claims, Dougherty County's Third Party Administrator.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia hereby resolved by Authority of same as follows:

SECTION I Dougherty County's salvaged 2005 Ford Crown Victoria (VIN NO. 2FAFP71W55X172525) is hereby declared as surplus property and the County Administrator is hereby authorized to both dispose of said vehicle through Underwriters Safety and Claims, Dougherty County's Third Party Administrator, and to execute Form T-19 permitting U S & C through their salvaged contractor, Insurance Auto Auction, to dispose of said surplus property.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 3rd day of August, 2020.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

Requested Surplus and Disposal to Underwriters Safety and Claims

| Police Department | | |
|--------------------------|-------------------|-----------------|
| Description | VIN Number | Condition |
| 2005 Ford Crown Victoria | 2FAFP71W55X172525 | Non-salvageable |

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT
BETWEEN THE STATE OF GEORGIA AND DOUGHERTY COUNTY, GEORGIA RELATIVE TO
PAYMENTS DISTRIBUTED BY THE STATE OF GEORGIA IN THE FORM OF GRANTS TO
DOUGHERTY COUNTY FROM THE CORONAVIRUS RELIEF FUND (CRF); REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of approving and executing a Grant Agreement between the State of Georgia and Dougherty County, Georgia relative to payments distributed by the State of Georgia in the form of grants to Dougherty County from the Coronavirus Relief Fund (CRF).

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I The attached copy of the Grant Agreement between the State of Georgia and Dougherty County, Georgia relative to payments distributed by the State of Georgia in the form of grants to Dougherty County from the Coronavirus Relief Fund (CRF) is hereby approved and the Chairman of the Board of Commissioners is hereby authorized to execute same on behalf of Dougherty County, Georgia. Any previous documents executed by the Chairman are hereby approved. The County Clerk of Dougherty County is hereby authorized to attest said signature.

SECTION II The Chairman of the Board of Commissioners of Dougherty County, or his designee, is hereby authorized to act in connection with the Grant Application and to provide such additional information as may be required and is authorized to execute any and all other documents necessary to the full implementation of said Grant Agreement.

SECTION III All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 3rd day of August, 2020.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

CORONAVIRUS RELIEF FUND (CRF)
TERMS AND CONDITIONS

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Allocation for DoI

Street Address

222 Pine Avenue

City

State

Zipcode

Albany

GA

31701

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

cares@opb.georgia.gov

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

4. Property and Procurement Requirements

3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

5. Audit and Records Requirements

4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

7. Financial Requirements

6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available , up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Jurisdiction: Allocation for Dougherty County

Advance Amount: \$248,536.35

Total Amount: \$828,454.49

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Michael McCoy
Title: County Administrator
Email: Mmccoy@dougherty.ga.us
Phone Number: 229.431.2121

2. Authorized User Two (Optional)

Name: Martha Hendley
Title: County Finance Director
Email: Mhendley@dougherty.ga.us
Phone Number: 229.431.2121

[EXHIBITS AND SIGNATURE PAGE FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and
Drug-Free Workplace Requirements

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them 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; 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 offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: Christopher Cohilas
(Authorized Representative of Grantee)

Signature:  Christopher Cohilas (Jul 29, 2020 10:08 EDT)

Title: Chairman

Date: Jul 29, 2020

EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, Christopher Cohilas (Print Name), am the Chairman (Title) of Allocation for Dougherty County (“County”/“Municipality”) and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality’s proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:
 - a. Are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: Christopher Cohilas
(Authorized Representative of Grantee)

Signature:  _____
Christopher Cohilas (Jul 29, 2020 16:08 EDT)

Title: Chairman

Date: Jul 29, 2020

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.



Exhibit A – Grantee Assurances



Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements



Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: Christopher Cohilas
(Authorized Representative of Grantee)

Signature:  _____
Digitally signed by Christopher Cohilas (Jul 29, 2020 16:09 EDT)

Title: Chairman

Date: Jul 29, 2020

SIGNATURE PAGE