



August 04, 2020 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Shari Barr
3. Recognitions/Public Presentations
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 07-21-2020 Work Session Minutes
 - b) 07-21-2020 Council Minutes
 - c) 07-21-2020 Executive Session Minutes
6. Second Reading and Consideration of a Motion to approve **Ordinance 2020-06**: An Ordinance revising City Ord. 2-2.4 regarding ordinance revision procedure before Mayor and Council.
7. Consideration of a Motion to Approve **Resolution 2020-23**: A Resolution of the Mayor and Council of the City of Statesboro Georgia to enter into a Grant Agreement with the State of Georgia in order to access the Coronavirus Relief Fund.
8. Consideration of a Motion to approve the renewal of the City of Statesboro property, casualty and workers compensation insurance as follows per the recommendation of our insurance broker Glenn Davis and Associates:
 - A. Property Casualty Travelers Insurance
 - B. Workers Compensation Bitco Insurance
 - C. Fire Dept Property Ins. VFIS
 - D. Cyber Security BCS Insurance
9. Consideration of contract with Wood Environment and Infrastructure Solutions, Inc. to provide design and environmental services for proposed upgrades to Luetta Moore and Grady Street Parks.
10. Consideration of a Motion to award a contract to Tim Lanier Construction LLC in the amount of \$134,670.50 for sidewalk improvements to West Jones Avenue with approval to spend up to \$135,750.00 for additional work based on contactors unit bid price. This project is paid from 2018 TSPLOST funds.
11. Discussion regarding the City of Statesboro's participation in GMA's 2020 Census Challenge

12. Other Business from City Council

13. City Managers Comments

A. Need to set a date for the City Council Retreat for 2021.

14. Public Comments (General)

15. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters”
“Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)

16. Consideration of a Motion to Adjourn



CITY OF STATESBORO
WORK SESSION MINUTES
JULY 21, 2020

Mayor & Council Work Session 50 E. Main St. Council Chambers City Hall 3:30 PM

A Work Session of the Statesboro City Council was held on July 21, 2020 at 3:30 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Phil Boyum, Paulette Chavers, Venus Mack - Via Zoom, John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Information Officer Layne Phillips.

The meeting was called to order by Mayor Jonathan McCollar

1) Quarterly Financial Report

Director of Finance Cindy West gave a quarterly financial report of the FY 2020 Fourth Quarter, reviewing the revenue and expenditures in the General Fund, Statesboro Fire Fund, Water and Sewer Fund, Stormwater Fund, Natural Gas Fund, Solid Waste Collection Fund and Solid Waste Disposal Fund.

2) One Boro Commission

April Schueths, Chairperson with the Statesboro Commission on Diversity and Inclusion “One Boro” introduced each of the members, and turned it over to Stacy Smallwood. Stacy Smallwood spoke on the Statesboro Equity and Inclusion Act. The Statesboro Equity and Inclusion Act is in two parts, part one is Equity & Data-Driven Decision Making and focuses on the following four; violence prevention, community programming, City of Statesboro Employee and Access Training, and measuring and monitoring a campaign for equity. Part two defines Discriminatory Practices for employment, housing, and public accommodations. Part 2 also includes procedures for filing a complaint if someone feels they are being discriminated against. The procedure following the complaint would be mediation and possible penalties. The City of Statesboro shall develop guidelines for the identification, investigation, documentation and reporting of hate crimes committed within the corporate limits of the City of Statesboro.

3) Anti-Discrimination Ordinance

City Attorney Cain Smith reviewed the Anti-Discrimination ordinance. Cain Smith drafted this ordinance using One Boro’s Equity package and looked at other municipal courts anti-discrimination ordinance passed in the State. The discriminatory actions in 80-2 of the proposed ordinance were kept, they are the same as One Boro had put up, and consistent with other municipal court ordinances. He suggested the number of days to file a complaint be changed from 60 to 180. The reporting of hate crimes is included in the ordinance. The complaint can be filed with the City Clerk for the fee of \$25.00 the offender will be served within 7 business days. Parties will be given the option of nonbinding mediation with the cost split between the two. If mediation is declined or not successful it will be referred to the Municipal Court Judge. The Judge could issue a fine up to \$500 for the 1st offense, up to \$1000 and/or suspension or revocation of OTC for any other violations. The two differences between the ordinances Cain drafted for first reading and the One Boro

is the complainant would have to show burden of proof. In addition, the complaint will not be heard by a Human Relations Committee it will go before the Municipal Court Judge. Mayor wanted to know how much work the City does with minority owned businesses. City Manager, Charles Penny stated that we are working on pulling that information. Mayor wants to bring both pieces together, equity piece and discrimination as well as economic piece. Making sure that we work with all businesses across the board. Bringing it back to the next work session in August to include all aspects of the equity package as presented by One Boro. Direction was given to the City Attorney to have the information available to Mayor and Council 3 business days before the meeting.

4) Youth Commission

Lanie Jenkins with Youth Commission reviewed with the mayor and council what their commission has been doing. They have created a Facebook page and website. In February 2019 a meeting with over 30 youth organizations leaders was held to discuss strategies for our youth. Over the past year the Youth Commission has attended and organized community youth events. They hosted a free youth gospel concert at Crossroads Community Church and put together an Inaugural youth retreat, which raised approximately \$11,000.00. Lanie also reviewed what is coming up, creating a youth strategic plan, creating children zones in the city, city mentoring program and city wide youth events. Council member Chavers asked if the youth were a part of the programming ideas. Lanie Jenkins stated they have tried recruiting, but only two showed up. They are looking into how to get more youth to come in. Council member Chavers asked for some of the entities that have been brought in to help. Those entities include youth readiness, Averrit center, Youth Career Camp, Track, Bulloch Co Parks and Recreation, along with other programs. Each one of those organizations are encouraged to take part. Council member Shari Barr gave the suggestion to reach out to those organizations and get them to nominate a youth to be a budding leader. Lanie said that they have an application but they have not get to the point of dispensing it and getting it out there. Mayor McCollar talked about how Keith Brown got the youth interacting at the retreat. He believes that COVID 19 slowed us down so that we can get prepared, he thanked them for everything that they have done for our youth.

5) Housing/Code Enforcement Report

Kathleen Fields, director of planning and development, introduced the new code compliance officers, Charles Brown and Jermain Foster. Kathleen Fields reviewed with Mayor and Council some of the improvements that have been made since we now have code compliance officers. These improvements include, overgrown lots, derelict vehicles, junk materials, dilapidated structures/demolitions, and miscellaneous cases (i.e. barking dogs, illegal dumping, stop work orders, sewage backup, etc.) There are three key factors for Neighborhood Revitalization. First key factor is Code enforcement. In order to strengthen code compliance the adoption of a Prevention Maintenance Ordinance, which will result in more focused citations and better support the efforts of our Code Compliance Officers. We will need to educate the public on the requirements of this Ordinance. The second key factor would be to activate the Statesboro-Bulloch County Land Bank Authority. The purpose of this authority is to promote affordable housing, to assemble tracts of land for public parks or other public purposes and to promote commercial ventures. The third key factor is funding sources. These sources include the Community Development Block Grant Program (CDBG), the Community Home Investment Program (CHIP Grant) and through the Statesboro Housing Authority, as they have access to federal funds for public-private partnerships for new developments or rehabilitation.

6) Parks Improvements

City Manager Charles Penny reviewed with Mayor and Council the estimated cost for improvements to Luetta Moore and Grady Street parks. The cost for both parks is about \$3.9 million. The funding source for these improvements come from SPLOST funds. Bulloch County committing \$1,000,000.00 and the City committing \$1,100,000.00 over the next five years. However, SPLOST is authorized through 2024. We are unsure if SPLOST will be authorized again. There was discussion regarding the remaining funded needed if both parks are done at the same time. The next step will be to engage Wood Inc. to design the parks project and work with our financial advisor on the financing structure. There was a consensus of Mayor and Council to have both parks done at the same time. There will be a contract on the August 4th agenda with Wood Inc. to begin the design work for both parks.

The meeting was adjourned at 5:00 pm



CITY OF STATESBORO
COUNCIL MINUTES
JULY 21, 2020

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. **CALL TO ORDER**

Mayor Jonathan McCollar called the meeting to order

2. **INVOCATION AND PLEDGE**

Councilman John Riggs gave the Invocation and Pledge of Allegiance.

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Paulette Chavers	Councilmember	Present	
Venus Mack	Councilmember	Present Via Zoom	
John Riggs	Councilmember	Present	
Shari Barr	Councilmember	Present	

Other staff present was: City Manager Charles Penny, City Attorney Cain Smith and City Clerk Leah Harden.

3. **Recognitions/Public Presentations: None**

4. **Public Comments (Agenda Item): None**

5. **Consideration of a Motion to approve the Consent Agenda**

A) **Approval of Minutes**

- a) **06-16-2020 Work Session Minutes**
- b) **06-16-2020 Council Minutes**
- c) **05-19-2020 Executive Session Minutes**
- d) **06-02-2020 Executive Session Minutes**

A motion was made to the consent agenda.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember John Riggs

SECONDER:

Councilmember Paulette Chavers

AYES:

Boyum, Chavers, Mack, Riggs, Barr

NAYS:

**6. Public Hearing & Consideration of a motion to approve application for an alcohol license Sec. 6-5
 Eight of Clubs, LLC
 DBA: Tandoor & Tap
 40 E Main Street
 Avkaah Jetwani**

A motion was made to open the Public Hearing

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

No one spoke for or against the request.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

A motion was made to approve the alcohol application for Eight of Clubs LLC, DBA Tandoor and Tap located at 40 E. Main Street, applicant Avkaash Jetwani.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

7. Public Hearing and Consideration of a Motion to approve APPLICATION RZ 20-06-01: Lamar Smith Signature Group requests a zoning map amendment to 5.88 acres of property located at 54 Packinghouse Road from CR (Commercial Retail) to R-4 (High Density Residential) zoning district in order to utilize the property for a 44-unit townhome development (Tax Parcel MS69 000003A002).

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

Jeremy Hart spoke in favor of the request.
No one spoke against the request.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

A motion was made to approve APPLICATION RZ 20-06-01 with staff recommendations.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

8. Public Hearing and Consideration of a motion to approve APPLICATION SE 20-06-02: Billy H. Hill requests a special exception for 0.48 acres of property located at 882 Northside Drive East to utilize the commercial building and associated site improvements as an automotive sales use in a CR (commercial retail) zoning district (Tax Parcel S59 000091 000).

A motion was made to open the public hearing

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Shari Barr

AYES:

Boyum, Chavers, Mack, Riggs, Barr

NAYS:

Billy Hill and Tony Crosby spoke in favor of the request.
No one spoke against the request.

A motion was made to close the public hearing.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember John Riggs

SECONDER:

Councilmember Shari Barr

AYES:

Boyum, Chavers, Mack, Riggs, Barr

NAYS:

A motion was made to approve **APPLICATION SE 20-06-02** with staff recommendations.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember Phil Boyum

SECONDER:

Councilmember John Riggs

AYES:

Boyum, Chavers, Mack, Riggs, Barr

NAYS:

9. Public Hearing and First Reading of Ordinances 2020-06: An Ordinance revising City Ord. 2-2.4 regarding ordinance revision procedure before Mayor and Council.

A motion was made to open the public hearing.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember John Riggs

SECONDER:

Councilmember Shari Barr

AYES:

Boyum, Chavers, Mack, Riggs, Barr

NAYS:

City Attorney Cain Smith explained the revision of this ordinance.

No one spoke for or against the request.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr

A motion was made to approve the first reading of **Ordinance 2020-06**: an Ordinance revising City Ord. 2-2.4 regarding Ordinance revision procedure before Mayor and Council.

RESULT:	4-1
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Shari Barr
AYES:	Chavers, Mack, Riggs, Barr
NAYS:	Councilmember Phil Boyum

10. Public Hearing and First Reading of Ordinance 2020-07 An Ordinance establishing Article 80 Discrimination.

A motion was made to table this item.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

11. Consideration of a Motion to approve the second amendment to the agreement with T-Mobile regarding continued rent of space on a City owned water tower at 620 Park Avenue for cellular infrastructure.

A motion was made to approve the second amendment to the agreement with T-Mobile regarding continued rent of space on a City owned water tower at 620 Park Avenue for cellular infrastructure.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

12. Consideration of a Motion to approve a Memorandum of Understanding with the Boys and Girls Club of Bulloch County.

A motion was made to approve a Memorandum of Understanding with the Boys and Girls Club of Bulloch County.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

13. Consideration of a Motion to approve a Memorandum of Understanding with BSD-Statesboro LLC regarding installation of utilities infrastructure south along Highway 67/Fair Road.

A motion was made to approve a Memorandum of Understanding with BSD-Statesboro LLC regarding installation of utilities infrastructure south along Highway 67/Fair Road.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

14. Consideration of a Motion to approve Resolution 2020-22: A Resolution amending the scope change for the Intergovernmental Agreement between the City of Statesboro and Georgia Environmental Financing Authority (GEFA).

A motion was made to Resolution 2020-22: A Resolution amending the scope change for the Intergovernmental Agreement between the City of Statesboro and Georgia Environmental Financing Authority (GEFA).

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

15. Consideration of a Motion to approve a modification of promissory note with Georgia Environmental Financing Authority (GEFA) for SRF Loan CW2019010.

A motion was made to approve a modification of promissory note with Georgia Environmental Financing Authority (GEFA) for SRF Loan CW2019010.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

16. Consideration of a Motion to award a contract with Preferred Site Construction in the amount of \$153,644.00 for sidewalk improvements to Herty Drive and South Edgewood Drive with approval to spend up to \$200,000.00 for additional work based on contractor’s unit bid prices. This project in paid from 2018 TSPLOST funds.

A motion was made to award a contract with Preferred Site Construction in the amount of \$153,644.00 for sidewalk improvements to Herty Drive and South Edgewood Drive with approval to spend up to \$200,000.00 for additional work based on contractor’s unit bid prices.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

17. Other Business from City Council: None

18. City Managers Comments: None

19. Public Comments (General): None

20. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” and “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)

At 6:11 pm a motion was made to enter into executive Session.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

At 6:38 pm a motion was made to exit Executive Session.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

Mayor McCollar called the regular meeting back to order with no action taken in Executive Session.

21. Consideration of a Motion to Adjourn

A motion was made to adjourn.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

The meeting was adjourned at 6:38 pm.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

To: Charles Penny, City Manager and Leah Harden, City Clerk

From: Cain Smith, City Attorney

Date: July 28, 2020

RE: August 4, 2020 City Council Agenda Items

Policy Issue: Second Reading and Consideration of revision to City Ord 2-2.4 regarding ordinance revision procedure before Mayor and Council.

Recommendation: Consideration

Background: Motion to direct city attorney to revise existing 2-2.4 for first reading at meeting of Mayor and council was made and approved at work session on June 16, 2020. First Reading was passed 4-1 on July 21, 2020. Existing version was passed on December 4, 2018. Revision to ordinance would allow Mayor, two Council members, or City Manager to direct City Attorney to produce ordinance revision drafts for Mayor and Council review at work session.

Budget Impact: None

Council Person and District: All

Attachments: Proposed revision and existing ordinance

Ordinance 2020-06:

Sec. 2-2.4. – Presentation of Code of Ordinances Revisions to Mayor and Council

- a) Requests for revisions to the Code of Ordinances may be made by the City Manager, Mayor or two members of Council. These requests shall be in writing to the City Attorney not less than seven days prior to the work session at which it is intended to be brought forward for initial review by Mayor and Council. City Attorney shall then draft proposed revision for presentation at work session. The person(s) requesting the revision shall present explanation and reasons for making the proposed revision to Mayor and Council at work session. Suggestions for revisions to the Code of Ordinances shall only be made by the Mayor, Council or City Manager. Any citizen, board or outside organization wishing to make a suggestion for revision shall contact their District Council representative or the Mayor, who may sponsor the idea before Mayor and Council.
- b) An affirmative vote of a majority of quorum of Mayor and Council at work session shall be required to move the proposed written ordinance revision forward to be placed on the agenda as First Reading at a subsequent regularly scheduled meeting of Mayor and Council that is not held on the same date that work session approval is made. Vote to do so shall be taken in accordance with existing standard voting guidelines as outlined in the Charter.
- c) First reading: An approved proposed ordinance revision shall then be presented as a First Reading and Public Hearing, which shall be run according to standard Charter meeting guidelines. Mayor and Council may vote in the affirmative to move the ordinance, as then presented or with only minor modification, forward to Second Reading. Substantial changes made to revision presented at First Reading shall require modified revision to be presented as a First Reading at a subsequent meeting of Mayor and Council.
- e) Second Reading and Consideration: Mayor and Council may move to approve or deny the revision as presented in the publicly available meeting agenda. Scrivener's errors may be corrected, but no substantive modifications to proposed revision shall be considered for passage.
- f) Upon recommendation of City staff and unanimous vote of quorum of Mayor and Council the formalities contained herein may be waived.

Sec. 2-2-4. - Presentation of Code of Ordinances revisions to mayor and council.

(a)

Proposed revisions to the Code of Ordinances shall be brought up as an agenda item at a regularly scheduled meeting of the mayor and council or during "other business" of a regularly scheduled meeting. The person(s) requesting the revision shall present explanation and reason for making the proposed revision to mayor and council. Suggestions for revisions to the Code of Ordinances shall only be made by the mayor, council or city staff. Any citizen, board or outside organization wishing to make a suggestion for revision shall contact their district council representative or the mayor, who may sponsor the idea before mayor and council.

(b)

An affirmative vote of a majority of quorum of mayor and council shall move the ordinance revision forward with a directive that the city attorney draft proposed revision language. Vote to do so shall be taken in accordance with existing standard voting guidelines as outlined in the Charter.

(c)

The city attorney shall then prepare a draft of the revision. In the case of a proposed revision to an existing ordinance, the city attorney shall prepare a document that shows the existing ordinance in its current form with proposed additions and deletions notated in a comprehensible manner on a single copy. If intent to proceed with revision under (b) has been properly made, the city attorney may present a so declared preliminary revision at a regularly scheduled meeting of mayor and council in order to facilitate discussion and seek input from mayor and council during the revision drafting process. A preliminary revision shall not be considered for passage by mayor and council. Public hearing on a proposed revision may only be allowed upon motion of mayor and council though it is not required for a preliminary revision to move forward.

(d)

Once the city attorney has substantially prepared the proposed ordinance revision it should be presented as a first reading and public hearing, which shall be run according to standard Charter meeting guidelines. Mayor and council may vote in the affirmative to move the ordinance, as then presented or with only minor modification, forward to second reading. Substantial changes made to revision presented at first reading shall require modified revision to be presented as a first reading at a subsequent meeting of mayor and council.

(e)

Second reading. Mayor and council may move to approve or deny the revision as presented in the publicly available meeting agenda. Scrivener's errors may be corrected, but no substantive modifications to proposed revision shall be considered for passage.

(f)

Upon recommendation of city staff and unanimous vote of quorum of mayor and council the formalities contained herein may be waived.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

To: Charles Penny, City Manager and Leah Harden, City Clerk

From: Cain Smith, City Attorney

Date: July 28, 2020

RE: August 4, 2020 City Council Agenda Items

Policy Issue: Resolution authorizing Mayor to execute Grant Agreement with the State of Georgia to access Coronavirus Relief Funds made available under the CARES Act and to appoint designee to accept payments and act in accordance with the terms and conditions of the Grant Agreement.

Recommendation: Approval

Background: City is eligible for \$1,725,065.66 in Phase 1 CRF to cover expenses related to COVID response undertaken between March 1, 2020 and December 31, 2020. Grant Agreement with State of Georgia must be executed in order to access these funds. City is eligible for a total of \$5,750,219.00 in CRF.

Budget Impact: Up to \$5,750,219.00 in reimbursements for COVID response

Council Person and District: All

Attachments: Grant Agreement

Georgia Municipal Association City of Excellence

Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

**STATE OF GEORGIA
COUNTY OF BULLOCH**

MAYOR AND COUNCIL OF THE CITY OF STATEBORO GEORGIA

RESOLUTION 2020 - 23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STATEBORO GEORGIA TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF GEORGIA IN ORDER TO ACCESS THE CORONAVIRUS RELIEF FUND

WHEREAS, the COVID-19 pandemic has exacted an unprecedented toll on the United States, the State of Georgia, and the City of Statesboro; and

WHEREAS, the State of Georgia administers and disburses the Coronavirus Relief Fund (“CRF”) made available under the CARES Act to reimburse local governments for expenses related to Coronavirus response between March 1, 2020 and December 31, 2020; and

WHEREAS, the City has been allocated \$517,519.70 in Phase 1 advance funds and total Phase 1 funding in the amount of \$1,725,065.66 representing 30% of up to \$5,750,219.00 in total CRF that the City is eligible for; and

WHEREAS, it is necessary that the City enter into a Grant Agreement with the State of Georgia to access the CRF;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STATESBORO THAT:

Mayor Jonathan McCollar is hereby authorized to execute the Grant Agreement and any amendments presented to the City by the State of Georgia. It is further authorized that he appoint Finance Director Cindy S. West as official representative designee to accept payments from CRF and to act in connection with the Grant Agreement and to provide additional information as may be required under the terms and conditions of the Grant Agreement.

RESOLUTION APPROVED AND ADOPTED this 4th day of August, 2020.

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City 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: Statesboro city
Street Address

City State Zipcode

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/ybk01.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: Statesboro city

Advance Amount: \$517,519.70

Total Amount: \$1,725,065.66

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:

Title:

Email:

Phone Number:

2. Authorized User Two (Optional)

Name:

Title:

Email:

Phone Number:

[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

EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, Jonathan McCollar (Print Name), am the Mayor (Title) of Statesboro city (“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.

(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: Jonathan McCollar
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:

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: Jonathan McCollar
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:

SIGNATURE PAGE

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: Jonathan McCollar
(Authorized Representative of Grantee)

Signature:

Title: Mayor

Date:

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

7-27-20

To: Jason Boyles, Assistant City Manager

From: Darren Prather, Director Central Services

Re: Recommendation-2020-2021 Renewal of Property Casualty/ Workers Comp. Ins.

Recommendation

It is recommended the City of Statesboro renew our property casualty and workers compensation insurance as follows per the recommendation of our insurance broker Glenn Davis and Associates:

- | | |
|----------------------------|---------------------|
| 1. Property Casualty | Travelers Insurance |
| 2. Workers Compensation | Bitco Insurance |
| 3. Fire Dept Property Ins. | VFIS |
| 4. Cyber Security | BCS Insurance |

The recommended insurance carriers have provided excellent service in previous years. BCS insurance, which will potentially be providing our Cyber insurance provider, is the only new carrier in this grouping in which we have no direct history. VFIS is selected to cover our Fire Dept. property due to providing free training and the fact they offer new value replacement for property and equipment not pro-rated coverage amounts.

Background

A year ago, the City of Statesboro selected Glenn Davis and Associates for a three year contract to serve as our broker for property casualty and workers compensation insurance. Per this contract, Glenn Davis is responsible for shopping our policy to all appropriate carriers. Our policy for these two areas of insurance begins and ends each year on August 15th. Represented below, are last year's premiums and the current premiums being proposed for the upcoming year. The areas to be renewed are as follows:

Coverage Area	Carrier	2019 Premium	2020 Premium
1. Property and Casualty	Travelers	\$524,609	\$548,663
2. Workers Compensation	Bitco	\$291,074	\$341,546
3. Fire Dept Prop. Ins.	VFIS	\$39,922	\$63,091
4. Cyber Liability Ins.	BCS	\$4,043	\$9,190

The property casualty insurance had a below industry increase of approximately 4%. The workers compensation insurance had an increase of approximately 15% due to our mod increase from .85 to .97 (mod is an insurance rating score indicating our risk. An average mod is 1.0. The lower the score the better). Most of this increase is solely due to our mod increase. A small portion is due to payroll increases. Our Fire Department property insurance increase is due to the addition of our enhanced training tower (\$800,000) and our Burn Building (\$1,510,000). The Cyber Security coverage saw an increase due to a recommended increase in coverage. Premiums are subject to change due to the addition of new facilities, equipment and vehicles throughout the year.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

To: Charles Penny, City Manager and Leah Harden, City Clerk

From: Cain Smith, City Attorney

Date: July 30, 2020

RE: August 4, 2020 City Council Agenda Items

Policy Issue: Consideration of contract with Wood Environment and Infrastructure Solutions, Inc. to provide design and environmental services for proposed upgrades to Luetta Moore and Grady Street Parks.

Recommendation: Approval

Background: Wood has previously been contracted by the City to solicit community input and provide preliminary design proposals for upgrades to both parks that have been presented to the public and Mayor & Council. The purpose of this contract is to engage Wood to provide final design work and necessary environmental services for the proposed upgrades to these parks.

Budget Impact: \$226,300.00 in 2019 SPLOST funds

Council Person and District: Paulette Chavers, District 2

Attachments: Wood proposal and contract



Wood Environment & Infrastructure Solutions, Inc.
1075 Big Shanty Road NW
Suite 100
Kennesaw, GA 30144
USA
T: 770-421-3400
www.woodplc.com

July 29, 2020

Mr. Charles Penny
City Manager
City of Statesboro
50 E. Main Street
Statesboro, GA 30458

**Subject: Proposal for Statesboro Parks Upgrades
Luetta Moore and Grady Street
Statesboro, Georgia
Wood Proposal No. 20PROPGOVT.2020.0180**

Dear Mr. Penny,

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this proposal to the City of Statesboro for engineering services to upgrade both Luetta Moore and Grady Street Parks within the City of Statesboro, Georgia. The project at Luetta Moore Park includes removal of the existing softball field, construction of a splash pad, walking trails, playground with a covered pavilion, two (2) tennis courts, two (2) picnic pavilions, a paved parking lot, and a sand volleyball area. Grady Street Park will be updated to install a pre-engineered building over the basketball court, an uncovered half-court area, playground, two (2) picnic pavilions, walking trail and paved parking. The following sections present a summary of our understanding of the scope of services, fees and authorization requirements.

Background

Wood has previously provided the City of Statesboro (City) with an assessment of their local parks. The City has held public meetings and gathered input on how to improve these community areas. Based on local input and guidance from Wood, the City has agreed to pursue improvements to both Luetta Moore and Grady Street Parks.

It is our understanding that the City of Statesboro would like Wood to provide an engineering services contract to prepare Design Documents (construction drawings) and specifications that the City can submit to contractors for bid and construction to support spring 2021 openings.

Scope of Services

Wood proposes to provide Professional Design Services to support the City in the execution of this project. These services are based on approved sketch master plans dated April 17, 2020 and are summarized in the following subsections. The scope will be limited to improvements within the park property boundaries. It is recommended that the City submit 95 percent plans for permitting and provide commits back to Wood for incorporation into the 100-percent plans.



Professional Design Services

Commencing upon written authorization to proceed, Wood will provide professional design services to produce the following deliverables:

1. Survey: Wood will engage a local surveyor, Maxwell-Reddick and Associates, Inc., to provide boundary survey, one (1') contour topographical survey, underground utilities, and existing conditions survey. Survey will be limited to the property boundaries of the parks. The survey will be certified in accordance with Georgia requirements.
2. Geotechnical: Wood will perform a total of 10 Standard Penetration Test (SPT) borings combined for both parks with planned depths of approximately 20 feet for a total planned footage of approximately 200 linear feet totaled between both parks. If conditions are encountered that require modifications to our proposed scope of services, we will discuss these with you prior to modifying our planned scope.

The geotechnical engineer will conduct an initial site reconnaissance to observe the site and surrounding area for evidence of geotechnical/geologic concerns and stake the proposed boring locations for utility location clearance along with drilling and soil sampling. Prior to the commencement of drilling operations, we will clear the boring locations for underground utilities with a subcontracted private utility locator. This is in addition to contacting 811. Wood uses a private locator as a matter of policy to add another level of protection for our employees and clients.

During drilling and sampling, we will attempt to estimate the thickness of topsoil or other surface materials, as well as measure the depths to groundwater if encountered in the borings. Following the completion of drilling and groundwater measurements, the boreholes will be backfilled with the cuttings from the borings.

At the completion of drilling operations, we will transport the soil samples to our Savannah, GA laboratory where they will be examined by a geotechnical engineer and visually classified according to the Unified Soil Classification System. The engineer will then select samples for laboratory testing, as appropriate.

A registered professional engineer specializing in geotechnical engineering will supervise our services. A report which describes our exploration and recommendations for the site will be provided. This report will include the following:

- A brief review of our test procedures and the results of the field and laboratory tests conducted.
- A plan illustrating the approximate field test locations.
- Boring logs describing conditions encountered at individual boring locations.
- A discussion of geologic conditions for the subject area based upon available information.
- A discussion of the subsurface conditions encountered, including topsoil and groundwater conditions.
- Discussion of the acceptability of soils excavated for re-use as structural fill.
- Recommendations for site preparation, excavation, temporary slopes, and the construction of compacted fills or backfills as well as groundwater control, if needed.



- A general evaluation of the site considering the proposed project and estimated subsurface conditions.
- Recommendations for seismic site class for design based on boring data.
- Recommendations for design of floor slabs, including modulus of subgrade reaction and discussion of the need for vapor retarder.
- Recommendations for pavement design, including recommended CBR, subgrade confirmation, and minimum pavement sections.
- Recommendations for design and construction of shallow foundations, including an allowable soil bearing pressure, minimum footing widths, and a minimum depth of embedment as well as predicted performance.
- Discussion of other issues, as raised by the exploration.

This scope of services is based on the assumption that the site is accessible to our drilling subcontractor's truck-mounted drilling equipment and that our services can be performed during normal working hours.

The soil borings will be backfilled with auger cuttings. Any material not replaceable will be disposed by spreading in the boring vicinity or at a designated location on site. We have not included costs for any other site restoration, such as repair of ruts or trees, brush, etc. disturbed during the field work.

3. Architectural Design: To support the bathroom renovations at Grady Street, Luetta Moore bathhouse design, and specifications for basketball pavilions. Wood will prepare and provide drawings and specifications necessary for bidding and construction. Separate design plans will be provided for each park. For Grady Street Park, a pre-engineered building will be selected and specified, as well as new plumbing fixtures and interior restroom features to meet the 2018 building code. The pre-engineered building design will be provided by the building supplier and it is assumed that no other features (seating, concessions, scoreboards, goals, etc.), beyond lighting, will be attached to the structure. At Luetta Moore Park, a bathhouse design will be provided.
4. Landscape Design: Wood will provide planting plans and hardscape design drawings and specifications for Luetta Moore Park and Grady Street Park. Separate design plans will be provided for each park. Irrigation design is not part of the scope. Specifications will be provided for the playground equipment, grills, bleachers, pavers, and site furnishings (including picnic pavilions) for both parks.
5. Civil Design: The civil design will consist of site plans, demolition plans, utility plans, site and drainage plans, erosion control, detention design, design details, and related specifications. Separate design plans will be provided for each park.
6. Structural Design: Structural design will include the foundations at Grady Street Park for the pre-engineered canopy over the basketball court, Luetta Park bathhouse foundation and roof plan, associated sections and details, specifications for the pre-engineered building will be included on drawings. International Building Code 2018 will be the design basis and, where appropriate, minimum values within the code will be used for foundations.
7. Electrical Design: Wood will provide electrical engineering design for the bathroom renovations at Grady Street, Luetta bathhouse design, pavilions at both parks, power for splash pad pumps, and lighting for the basketball canopy. Design will include evaluation of current electrical service, design



for upgrading existing electrical system to accommodate improvements, associated sections and details, specifications and drawings. Drawings will consist of electrical riser diagrams, power plans, lighting plans, grounding plans and lightning protection plans (if required).

After the survey and geotechnical report is completed, engineering services can commence. Design deliverables will be presented to the City in 30-percent complete, 95-percent complete, and 100-percent complete construction documents. Design documents will be presented in separate packages for each park.

Drawings and Specifications:

Our staff will prepare construction drawings on 24-inch by 36-inch sheets in AutoCAD format. The construction drawings will be reviewed and sealed by a Registered Professional Engineer or Landscape Architect in the state of Georgia. Wood anticipates that the construction drawings will consist of the following sheets:

- Cover Sheet and Index of Drawings (Including Site Location Map)
- General Notes
- Survey
- Architectural Plans
- Architectural Sections and Details
- Demolition Plan
- Site/Hardscape Plan
- Layout Plan
- Site Grading and Drainage Plan
- Storm Sewer Profiles, if needed
- Utilities Plan (Limited to water for drinking fountains, restrooms and splash pad; and sanitary sewer service for splash pad and restrooms.)
- Lighting Plan (light fixture location only; the City will coordinate installation of lighting)
- Site Construction Details
- Standard City/County Details
- Three-Phase Erosion, Sedimentation and Pollution Control Plan
- Erosion, Sedimentation and Pollution Control Notes/Details
- Hardscape Details (sidewalks and site furnishings)
- Landscape Plan and Notes
- Electrical Plans and Details
- Structural Notes
- Structural Details and Sections
- Technical Specifications



Construction Administration

Construction administration services will be proposed under a separate agreement as requested by the City. Wood can offer full-service administration of the contracts and construction oversight, or a more limited involvement of reviewing contractor submittals and answering information requests. It is recommended that this phase of services be discussed after the 95 percent submittal once construction schedule estimates are better understood.

Assumptions and Exclusions

Luetta Moore Park

Luetta Moore Park will focus on diverse programming that reflects the needs and wants of the neighborhood within a reasonable construction budget. Features will include a new splash pad with a bath house, two new tennis courts, two picnic pavilions, multi-age playground with a shaded pavilion, volleyball area, re-stripping existing pavement, and expanding the paved parking area by approximately 40 additional spaces. The existing playground, batting cages and softball field will be removed to support the redesign. The Jones-Love Cultural Center and the Zadia Lundy Douglas little league field will remain a focus at the park and will be integrated into the new park layout. To provide a family friendly atmosphere, the splash pad and playground will be strategically placed away from the adult sports but still centrally located within the property. Shade trees, shrubs, and other soft landscaping will be added throughout the park along with pavers and walking paths to direct guests to the different amenities and onto McTell trail. A stormwater detention pond with water quality features meeting the Georgia Stormwater Manual will be provided to support the improvements. Improvements at the little league field will be limited to paved parking at both sides of the field and replacement of the spectator stands and dugouts benches to meet code.

Exclusions:

It is assumed that access to the site is unrestricted. All services, other than those that are specifically mentioned herein, are excluded from our scope of services. Design of the following features are excluded from this proposal but can be provided on a time and material basis per the agreed upon rate schedule.

- Permitting submittals and fees
- A swimming / teaching pool
- Picnic pavilion slab design to be provided by the contractor
- Interior or exterior improvements to Jones-Love Cultural Center
- Improvements to the existing basketball court
- Improvements to buildings and/or lighting at the little league field
- High mast lighting or other yard lighting.
- Traffic studies, intersection improvements, or traffic light design
- Improvements to public roadways and infrastructure outside the limits of work
- Off-site utility extensions or improvements
- Irrigation design



Grady Street Park

Grady Street Park is a smaller park that currently only offers basketball. The goal will be to incorporate the park into the community and make the facility more family orientated. To improve the park, paved parking will be provided, the bathrooms will be renovated to current code, walking trails will encompass the park, two family picnic pavilions will be provided, a playground will be added, and an additional half-court basketball area will be added. For the three-court basketball area, a covered pavilion with open sides will be added along with spectator seating. Shade trees, shrubs, and other soft landscaping will be added throughout the park with walking paths to direct guests to the different amenities and connect to the fifth-mile walking trail.

Exclusions:

It is assumed that access to the site is unrestricted. All services, other than those that are specifically mentioned herein, are excluded from our scope of services. Design of the following features are excluded from this proposal but can be provided on a time and material basis per the agreed upon rate schedule.

- Permitting submittals and fees
- High mast lighting or other yard lighting
- Traffic studies, intersection improvements, or traffic light design
- Picnic pavilion slab design to be provided by the contractor
- Improvements to public roadways and infrastructure outside the limits of work
- Off-site utility extensions or improvements
- Irrigation design

Schedule

Wood can commence the services proposed herein within five (5) business days of receipt of written authorization to proceed (as defined below). Wood anticipates the duration provided below for each phase of design and will notify the City of any changes that could significantly impact this schedule. Surveying and Geotechnical exploration will commence first, and surveying has an anticipated duration of 10 working days. Geotechnical exploration will be completed during the 30-percent design task.

Engineering Tasks	Duration (Working Days)
30% Design	25 (starting after receipt of survey)
95% Design	40
100% Design	10
Total	75

Note: Each park will be designed concurrently per the schedule above.



Fee

Wood proposes to provide the services summarized in this proposal, as clarified by our assumptions and exclusions, for a time and material fee of \$226,300.00, inclusive of labor and expenses based on the attached fee schedule. This fee can be subdivided as follows for budgetary purposes; however, some cost sharing measures are provided, and the fee is based on the assumption that both parks will be approved for design services and will proceed concurrently:

Task	Time and Material Fee
Luetta Moore Park	\$130,730.00
Grady Street Park	\$ 93,440.00
Expenses	\$ 2,130.00
TOTAL	\$226,300.00

Wood will not exceed the time and material fee without prior coordination and authorization by the City of Statesboro.

Authorization

Wood proposes to perform the services outlined herein in accordance with the terms and conditions of our standard Services Agreement for Time and Material projects (attached). To authorize us to proceed, please execute the attached Services Agreement and return a complete copy of this proposal and the agreement to Ron Huffman at ronald.huffman@woodplc.com. Receipt of the signed agreement will serve as our Notice to Proceed. We will return a fully executed copy for your records.

COVID-19.

Notwithstanding anything mentioned in this proposal or the terms or conditions applicable to Wood's work, if Wood's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) illness of Wood's or subcontractor's workforce and/or unavailability of labor; (2) government quarantines, closures, or other mandates, restrictions, and/or directives; (3) Wood's or subcontractor's restrictions and/or directives; and/or (4) fulfillment of Wood's or subcontractor's contractual or legal health and safety obligations associated with COVID-19; then, Wood shall be entitled to a reasonable adjustment to the schedule and duration to account for such delays, disruptions, suspensions, and impacts.

To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of these services, Wood may be entitled to a mutually-agreed upon equitable adjustment to the price for such increases, provided Wood presents documentation of such increases (including the original prices).



Closing

We appreciate this opportunity and your confidence in Wood to provide these important services to you. Please contact Ron Huffman at 770-402-5354 or Christopher Jung at 678-492-3524 if you have any questions or would like to discuss this proposal.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.

Ron Huffman, ASLA, AICP
Senior Principal

Christopher.Ju
ng

Christopher Jung, P.E.
Project Manager

Digitally signed by
Christopher.Jung
DN: cn=Christopher.Jung
Date: 2020.07.29 18:40:45 -04'00'

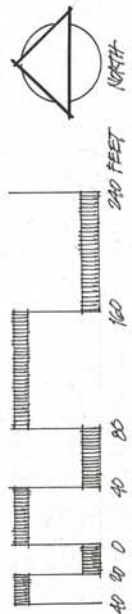
Attachment: Wood Services Agreement (Time and Material Projects)



wood.
MARCH 13, 2020



Luetta Moore Park

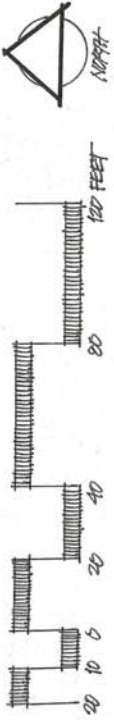




WALKING LOOP
- 1040 FEET
(5 LOOPS/MILE)

wood.
MARCH 13, 2020

Rev. Kent /
Grady Street Park



Wood Environment & Infrastructure Solutions, Inc.
2020 Rate Schedule (Atlanta, GA, Infrastructure Design office)

I. Personnel

The Wood team assigned to manage and prepare project plans for the City includes professional architects, landscape architects, engineers, planners and cost estimators. The team was selected based on their expertise and availability to work with the City. Wood has the corporate staff resources (in excess of 350 technical and professional staff in our Atlanta area offices) to respond to multiple project assignments as needed. We can begin work immediately upon receipt of written authorization and notice to proceed.

Charges will be made at the following rates (USD) for time spent in project management, consultation or meetings related to a project, conducting field inspections, site evaluations, report preparation, design, engineering, drawing preparation, etc.

A. Professional (Engineering, Architecture, Landscape Architecture, Planning, Cost Estimating)

Staff Planner/Landscape Architect/Architect/ Staff Engineer	\$107/hour
Senior Planner/Landscape Architect/Architect/Engineer	\$122/hour
Project Manager	\$140/hour
Associate Engineer/Architect/Planner/Landscape Architect	\$175/hour
Senior Associate/Principal	\$205/hour

B. Technical Services (Engineering and Science)

Technician 1	\$60/hour
Technician 2	\$80/hour
Technician 3	\$100/hour
Project Administrator/Subcontract Administrator	\$85/hour
Technical Writer/Document Processor	\$65/hour
CADD Designer/Draftsperson 1	\$95/hour
CADD Designer/Draftsperson 2	\$115/hour
CADD Designer/Draftsperson 3	\$125/hour
Admin/Clerical	\$65/hour

Note: Personnel rates shown in the above fee schedule apply to project charges through the end of 2020 only. Wood reserves the right to increase labor rates invoiced on projects in subsequent years to reflect annual cost of labor increases, subject to approval by Client.

II. Expenses

Travel Expenses

Travel expense will include transportation, lodging, meals and other expenses that are related to attending meetings related to the project, conducting field inspections, report preparation and review, design, etc.

1. Transportation:
 - a. Car Mileage - current government approved mileage rate plus 5%
 - b. Common carrier or car rental at cost plus 5%
2. Lodging, Meals and Other Expenses: direct expenses at cost plus 5%

Equipment / Other Expenses

Special equipment or supplies, permits, shipping charges, special printing or other items not customarily provided by Wood will be charged at cost plus 5%.



SERVICES AGREEMENT (Time and Materials)

THIS AGREEMENT (the "Agreement"), effective this ____ day of _____ 20__, is made by and between Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation, with an address at 1075 Big Shanty Rd, Kennesaw, GA. 30144 ("Wood") and City of Statesboro, Georgia with an address at 50 E. Main Street, Statesboro, GA. 30458. ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SCOPE OF SERVICES: This Agreement sets forth the terms and conditions pursuant to which Wood will provide CLIENT services (the "Services") as described in its proposal, dated July 28, 2020, attached as Exhibit 1 ("Proposal").

2. COMPENSATION: Wood will be compensated in US dollars for its Services on a time-and-materials basis.

Wood shall be reimbursed for all hours worked, all applicable taxes, and other costs incurred at the rates and terms set forth on Exhibit 1. Should the total cost of Wood's performance be greater than the estimated amount, Wood will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

In addition to the amount payable for services, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. If Services are required to be provided in any foreign jurisdiction (i.e. – outside the US), CLIENT shall compensate Wood for any and all additional taxes, penalties, duties, levies or other charges by any governmental authority assessed or imposed in relation to this Agreement or the Services or any part thereof, which exceed those imposed in the US and whether assessed or imposed on Wood, its employees, its subcontractors or otherwise.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a late fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or the maximum amount allowable by law on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by Wood in the collection of delinquent invoice amounts shall be paid by CLIENT.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by Wood. Wood may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) Wood reasonably believes that CLIENT will be unable to pay Wood in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until Wood has been paid in full for all balances past due including applicable service charges and CLIENT provides Wood with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

The rates stated in the Proposal or included in Exhibit 1 shall be the basis for determining Wood's compensation for any Services. After January 1 of each subsequent calendar year, the rates may be increased by Wood up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. Wood shall provide CLIENT with thirty (30) days advance notice of any change in rates.

3. STANDARD OF CARE: Wood will perform the Scope of Services specified utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. INDEPENDENT CONTRACTOR: Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

5. INSURANCE: Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

7. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by Wood; earthquakes; fires; floods; labor disturbances; epidemics, pandemics; and unusually severe weather. Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by Wood. The Parties agree that the current COVID-19 Pandemic shall be deemed a Force Majeure under this section and that any on-going or future potential or actual disruptions, or delays in performance of services or deliverables related to the COVID-19 Pandemic will be subject to the time and compensation requirements listed in this Section 6.

8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to Wood by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that Wood may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood.

CLIENT agrees as follows: (i) the instruments of service (a) may be used and relied upon only by CLIENT and, subject to the terms of this Agreement, its design team solely for the design of the Project, (b) will not be used other than for the Project, but may be submitted for any necessary regulatory approval, (c) may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, Wood and (d) will reflect Wood's findings as to conditions that existed only at the time the Services were performed; (ii) Wood (a) makes no representations as to any facts or assumptions provided to, but not independently verified by, Wood and (b) may rely on all of the information and data provided by CLIENT to Wood being accurate and complete; (iii) any third party who wishes to rely on any instruments of service must first sign Wood's Reliance Letter Agreement; and (iv) if CLIENT requests instruments of service on electronic media, the electronic copy may be inaccurate or incomplete and the document retained by Wood will be the official document, and any modification(s) of the electronic copy made by CLIENT will be at its own risk. CLIENT hereby releases, defends, indemnifies, and holds harmless Wood from and against all liabilities asserted against, or incurred by, Wood related to the breach by CLIENT of any of the foregoing agreements; provided, if CLIENT is a governmental entity, it has no obligation to defend or indemnify Wood.

9. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide Wood all available material, data, and information pertaining to the Services, including, without limitation, plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests, written reports, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site and shall immediately transmit to Wood any new information that becomes available or any changes in plans; (ii) convey and discuss such materials, data, and information with Wood; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save Wood harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or

its employees, contractors, or agents; (iii) any allegation that Wood is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless Wood from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. If the samples or wastes resulting from the Services contain any contaminants, Wood, as the CLIENT's agent, and at CLIENT's direction and expense, will either (i) return such samples or wastes to, or leave them with, CLIENT for appropriate disposal or (ii) using a manifest signed by CLIENT as generator and arranger, coordinate the transport of such samples or wastes to an approved facility selected by CLIENT for final disposal, using a transporter selected by CLIENT. At no time will Wood assume possession or title, constructive or express, to any such samples or wastes. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and wastes.

12. LIMITATION OF LIABILITY: As part of the consideration Wood requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Wood by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Wood or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT each hereby waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including, but not limited to: loss of use, loss of revenue, loss of profit, loss of contracts, loss of product or production, or loss of business opportunity) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein.

13. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other, except that Wood may assign its interest in the Agreement to related or affiliated companies of Wood or subcontract portions of the Services to a qualified subcontractor without the consent of CLIENT.

If services are required in New York, Wood will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. Wood shall retain responsibility in accordance with this Agreement for all services performed.

14. COST ESTIMATES: If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

15. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, Wood and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of Wood and CLIENT. If such negotiations are unsuccessful, Wood and CLIENT agree to attempt to settle the dispute by good faith mediation if both parties agree. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the Wood office entering into this Agreement. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

16. TERM AND TERMINATION: The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than ten (10) days advance written notice to the other party. Wood may terminate this Agreement immediately in writing if CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

Notwithstanding the termination of this Agreement, this Agreement will survive as to the Services provided prior to the Agreement's effective termination date, until all of the rights and obligations of both parties thereunder have been fulfilled.

CLIENT shall compensate Wood for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by Wood in effecting the termination, including non-cancelable commitments and demobilization costs.

17. NOTICE: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement (or such other address as the parties may designate from time to time in writing) and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. Notices shall be effective: (a) upon receipt after being delivered personally, (b) 3 days after being deposited in the mail as described above, or (c) 2 days after being deposited with a commercial courier service.

18. CONFIDENTIALITY: Both parties shall keep all information and data provided by the other party pertaining to the Services strictly confidential, and unless such information and data is already in the public domain on the date of the Agreement, neither party shall publish or otherwise disseminate such information and data to any third party without receiving written permission to do so from the source of such information or data. If disclosure of such confidential information is required by law or legal process, the party obligated to disclose such information should provide reasonable advance notice to the party that provided such information.

19. WAIVER: The failure of either Wood or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by Wood or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

20. SEVERABILITY AND HEADINGS: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby. The headings used in this Agreement are for general reference only and do not have special significance.

21. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

22. NONDISCRIMINATION AND AFFIRMATIVE ACTION: Wood agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, Wood agrees that its facilities are not segregated.

23. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others.

24. AUTHORIZATION TO SIGN: The person signing this Agreement warrants that he has authority to sign as, or on behalf of, the CLIENT for whom or for whose benefit Wood's services are rendered.

25. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.

(b) Induce or attempt to induce any officer, servant or agent of any private or public body to neither depart from his duties to his employer nor be involved with any such arrangement.

26. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by Wood and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall endeavor to reference this Agreement on any purchase order or other form it may issue to procure Wood services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Wood have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

Wood Environment & Infrastructure Solutions, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5

Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

To: Charles Penny, City Manager

From: John Washington, Director of Public Works and Engineering

Date: July 23, 2020

RE: Recommendation of Low Bidder
CIP – West Jones Avenue Sidewalk Improvements

Policy Issue: Purchasing

Recommendation:

The low bidder, Tim Lanier Construction, LLC meets the requirements of the bid package and submitted an acceptable bid bond. Staff recommends awarding this contract to Tim Lanier Construction, LLC in the amount of \$134,670.50 and requests approval to spend up to the budgeted amount of \$135,750.00 for additional work to be based on contractor's unit bid prices.

Background:

This project proposes to construct sidewalk along the North side of West Jones Avenue from Johnson Street to Cromartie Drive. Sidewalk construction includes approximately 1,500 feet of 4" thick concrete sidewalk, crosswalks and other minor improvements to include 6" thick concrete driveway, removing and replacing 6" curbing, 42" RCP, 8" thick headwall, removing and reconstructing drop inlet, reset fencing, 8" thermoplastic crosswalk striping, 24" thermoplastic stop bars, removing trees, and appurtenances. The project also includes constructing sidewalk along the South side of West Jones Avenue from Institute Street to South Main Street. This segment of sidewalk will connect to existing sidewalks at each end of Johnson Street and Cromartie Drive.

The low bidder is Tim Lanier Construction, LLC with a base bid of \$134,670.50. Please see the attached Engineer/Consultant Recommendation Letter for all bid results.

Budget Impact:

The low bid submitted by Tim Lanier Construction, LLC is below the budgeted amount of \$135,750.00. The project is to be paid for from the 2018 TSPLOST fund.

Council Person and District: District 2, Council Member Chavers

Attachments: Engineer/Consultant - Recommendation Letter

CC: Darren Prather, Director of Central Services



July 21st, 2020

Mr. David Moyer
City of Statesboro
50 East Main Street
Statesboro, GA 30458

RE: Letter of Recommendation – West Jones Sidewalk Improvements (PE18208)

Dear Mr. Moyer,

As you are aware, bids were received and opened for the above referenced project on July 21st, 2020. We have checked and tabulated the bids received. We have determined that Tim Lanier Construction, LLC is the low bidder for this project when evaluated on the basis of the base bid amount.

Since the low bidder appears to have adequate experience and technical ability to complete this project, Parker Engineering recommends the project be awarded to Tim Lanier Construction, LLC in an amount equal to the base bid in an amount of \$134,670.50.

We are enclosing one copy of the "Bid Tabulation" for your file. We are also enclosing a copy of the Notice of Award for this project and a sample resolution for your use. Please execute the Notice of Award and return it and the resolution to our office as soon as possible. We will prepare three (3) sets of contract documents and forward them to you when the Contractor has executed the Agreement and delivered all the necessary bonds, insurance, etc.

If you have any questions or need any additional information, please call us.

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker".

G. Wesley Parker, P.E.

encl: Bid Tabulation, Notice of Award, Resolution

cc: John Washington, City of Statesboro
Darren Prather, City of Statesboro
Robert Seamans, City of Statesboro

BID TABULATION FOR ALL BIDS
 RECEIVED AT 50 East Main Street, Statesboro, GA 30458
 ON July 21st, 2020 at 3:00 PM

PARKER ENGINEERING, LLC
 36 COURTLAND STREET, SUITE B
 STATESBORO, GA 30458

PROJECT:			BIDDERS:																	
City of Statesboro			Tim Lanier Construction, LLC PO Box 2379 Statesboro, GA 30459				Jerry Rushing Construction Co. 2271 Middle Ground Road Statesboro, GA 30461				Preferred Site Construction, LLC 9521 Hwy 301 South Statesboro, GA 30458		Y-Delta, Inc. 5657 Lakeview Road Statesboro, GA 30461		Platinum Paving and Concrete 100 Timber Trall Suite 101 Richmond Hill, GA 31324		Blount and Sons Concrete Finishing 401 2nd Street NE / PO Box 2002 Moultrie, GA 31776		L-J, Inc. 615 Knox Abbott Drive Cayce, SC 29033	
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
ITEM 1 - West Jones Sidewalk Improvements																				
a.	1	LS	Demolition	\$ 4,500.00	\$ 4,500.00	\$ 20,000.00	\$ 20,000.00	\$ 6,775.00	\$ 6,775.00	\$ 10,000.00	\$ 10,000.00	\$ 24,500.00	\$ 24,500.00	\$ 15,000.00	\$ 15,000.00	\$ 57,100.00	\$ 57,100.00			
b.	3	EA	Remove Tree	\$ 750.00	\$ 2,250.00	\$ 500.00	\$ 1,500.00	\$ 750.00	\$ 2,250.00	\$ 1,500.00	\$ 4,500.00	\$ 2,500.00	\$ 7,500.00	\$ 3,000.00	\$ 9,000.00	\$ 2,435.00	\$ 7,305.00			
c.	1	LS	Temporary and Permanent Grassing	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,230.00	\$ 14,230.00			
d.	2	EA	PVC Sleeves for Mailbox	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 170.00	\$ 340.00			
e.	63	LF	6" Curbing	\$ 20.00	\$ 1,260.00	\$ 25.00	\$ 1,575.00	\$ 18.00	\$ 1,134.00	\$ 25.00	\$ 1,575.00	\$ 20.00	\$ 1,260.00	\$ 75.00	\$ 4,725.00	\$ 40.50	\$ 2,551.50			
f.	100	LF	Remove and Replace 6" Curbing	\$ 45.00	\$ 4,500.00	\$ 35.00	\$ 3,500.00	\$ 28.00	\$ 2,800.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 50.00	\$ 5,000.00	\$ 60.75	\$ 6,075.00			
g.	1	EA	611-3010 - Reconstruct Drop Inlet (Metal)	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,350.00	\$ 3,350.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,360.00	\$ 4,360.00			
h.	118	LF	Remove and Reset Fencing	\$ 25.00	\$ 2,950.00	\$ 25.00	\$ 2,950.00	\$ 45.00	\$ 5,310.00	\$ 25.00	\$ 2,950.00	\$ 50.00	\$ 5,900.00	\$ 50.00	\$ 5,900.00	\$ 85.50	\$ 10,089.00			
i.	1,685	SY	4" Thick Concrete Sidewalk	\$ 38.50	\$ 64,872.50	\$ 35.00	\$ 58,975.00	\$ 40.00	\$ 67,400.00	\$ 50.00	\$ 84,250.00	\$ 29.00	\$ 48,865.00	\$ 40.00	\$ 67,400.00	\$ 42.75	\$ 72,033.75			
j.	210	SY	6" Thick Concrete Sidewalk	\$ 46.00	\$ 9,660.00	\$ 42.00	\$ 8,820.00	\$ 45.00	\$ 9,450.00	\$ 55.00	\$ 11,550.00	\$ 40.00	\$ 8,400.00	\$ 81.00	\$ 17,010.00	\$ 61.30	\$ 12,873.00			
k.	10	SY	310-5040 - 4" GAB	\$ 100.00	\$ 1,000.00	\$ 15.00	\$ 150.00	\$ 40.00	\$ 400.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 150.00	\$ 1,500.00	\$ 405.00	\$ 4,050.00			
l.	8	LF	550-1420 - 42" RCP	\$ 150.00	\$ 1,200.00	\$ 200.00	\$ 1,600.00	\$ 150.00	\$ 1,200.00	\$ 331.63	\$ 2,653.04	\$ 500.00	\$ 4,000.00	\$ 200.00	\$ 1,600.00	\$ 525.00	\$ 4,200.00			
m.	1	EA	441-0600 - 8" Thick Headwall	\$ 7,600.00	\$ 7,600.00	\$ 5,000.00	\$ 5,000.00	\$ 7,975.00	\$ 7,975.00	\$ 2,863.00	\$ 2,863.00	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00	\$ 7,640.00	\$ 7,640.00			
n.	127	LF	653-1804 - 8" Thermoplastic Crosswalk Striping	\$ 8.00	\$ 1,016.00	\$ 15.00	\$ 1,905.00	\$ 14.00	\$ 1,778.00	\$ 10.00	\$ 1,270.00	\$ 10.00	\$ 1,270.00	\$ 25.00	\$ 3,175.00	\$ 11.25	\$ 1,428.75			
o.	33	LF	653-1704 - 24" Thermoplastic Stop Bars	\$ 14.00	\$ 462.00	\$ 25.00	\$ 825.00	\$ 14.00	\$ 462.00	\$ 25.00	\$ 825.00	\$ 20.00	\$ 660.00	\$ 75.00	\$ 2,475.00	\$ 17.00	\$ 561.00			
p.	3	EA	636-1014/636-2070 - Signs and Steel Posts	\$ 400.00	\$ 1,200.00	\$ 350.00	\$ 1,050.00	\$ 650.00	\$ 1,950.00	\$ 450.00	\$ 1,350.00	\$ 400.00	\$ 1,200.00	\$ 700.00	\$ 2,100.00	\$ 395.00	\$ 1,185.00			
q.	1	LS	Grading Complete	\$ 19,500.00	\$ 19,500.00	\$ 15,000.00	\$ 15,000.00	\$ 29,655.00	\$ 29,655.00	\$ 20,000.00	\$ 20,000.00	\$ 27,500.00	\$ 27,500.00	\$ 25,000.00	\$ 25,000.00	\$ 224,550.00	\$ 224,550.00			
r.	1	LS	Traffic Control	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,160.00	\$ 13,160.00			
s.	1	LS	Testing	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 2,250.00	\$ 2,250.00	\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,140.00	\$ 6,140.00			
t.	1	LS	Landscape Allowance	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00			
TOTAL BASE BID				\$	134,670.50	\$	138,050.00	\$	155,239.00	\$	168,486.04	\$	179,055.00	\$	207,385.00	\$	454,372.00			
BID TOTAL SUPPLIED BY CONTRACTOR				\$	134,670.50	\$	138,050.00	\$	155,239.00	\$	168,486.04	\$	179,055.00	\$	207,385.00	\$	454,372.00			

I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on July 21st, 2020.


 Lindsey Thomas, Parker Engineering, LLC

Contact: Kelli Bennett
Office: 678-686-6242
Cell: 404-796-5508
kbennett@gacities.com

The City of Statesboro Participates in GMA's 2020 Census Challenge

City – City Planner I Justin Williams is heading up Statesboro's participation in the Georgia Municipal Association's (GMA) 2020 Census Challenge to increase response rates within the city. The challenge began on July 13 and concludes on Aug. 28.

GMA provided each participating city with resources to help improve residents' Census response rates. Cities will be recognized for their achievement by GMA's 12 districts based on the percentage increase of their response rate. The cities with the highest increase will be featured in Georgia's *Cities* magazine and on GMA's digital media platforms.

"The importance of obtaining an accurate count for the 2020 Census cannot be overstated, as it will determine your city's federal funding for the next 10 years," said Holger Loewendorf, GMA research manager, "Do your part to make sure Every. One. Counts."

He also encouraged cities and residents to visit www.2020census.gov today for more information.

Created in 1933, the Georgia Municipal Association is the only state organization that represents municipal governments in Georgia. Based in Atlanta, GMA is a voluntary, non-profit organization that provides legislative advocacy, educational, employee benefit and technical consulting services to its members. GMA currently represents 537 cities in Georgia.

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