



# Pre-Commission acting as Committee of the Whole

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October 17, 2023 | 4:00 PM

City Hall  
700 Poplar Street  
Macon, GA 31201

Mayor Lester M. Miller  
Mayor Pro Tem Seth Clark  
Commissioner Valerie Wynn  
Commissioner Paul Bronson  
Commissioner Elaine Lucas  
Commissioner Mallory Jones  
Commissioner Raymond Wilder  
Commissioner Bill Howell  
Commissioner Virgil Watkins  
Commissioner Al Tillman

**1. Call to Order**

Mayor Lester M. Miller

**2. Announcements**

**3. Approval of Minutes**

- a. Approval of the October 3, 2023 minutes (Sponsored by: )

**4. New Alcohol Beverage Licenses**

- a. Final Recommendation on the Alcohol License for Midtown Daiquiri Bar & Grill

*In light of the Special Master's findings of fact, and the opinions of law stated above, it is my recommendation that there are sufficient grounds for the Commission to revoke MDBG's alcohol license based upon their consideration of the incidents at the Business Location or in the vicinity of its premises which occurred in Calendar Year 2022 pursuant to Macon-Bibb County Code of Ordinances Sec. 4-36(8), if the Commission considers the Finding of Facts issued by Special Master Joel Howe and determines MDBG's operations are detrimental to public interest, safety, and welfare.*

(Sponsored by: Lester M. Miller, Mayor)

b. Eiszer & Kelly Restaurants, LLC d.b.a. Parish on Cherry Street

- Malt, Wine, Distilled Spirits served on Premises
- Temporary License
- Measurement Form Approved and Attached
- Newspaper Ad Attached
- Limited Liability - 1 member
- Certified of Good Standing Attached
- ***Legal recommends approval***

(Sponsored by: Lester M. Miller, Mayor)

c. Four Thirty Bar and Grill, LLC d.b.a. Four Thirty Bar and Grill located at 440 MLK Jr. Blvd, Suite 103, Macon, GA

- Distilled Spirits, Malt and Wine Consumed on Premises
- Temporary License
- Measurement Form Approved and Attached
- Newspaper Ad Attached
- Zoning Compliance Attached
- Limited Liability with one managing member
- Lease Property - No Relations
- Certificate of Good Standing Attached
- ***Legal recommends approval***

(Sponsored by: Lester M. Miller, Mayor)

d. Aces Worldwide LLC d.b.a. ViceBar

- Distilled Spirits, Malt and Wine Consumed on Premises
- Temporary Alcohol License
- Measurement Form Approved and Attached
- Newspaper Ad Attached
- Zoning Compliance Approved and Attached
- Managing Member with Two members
- Leased Property - No Relation
- Certificate of Good Standing Attached
- ***Legal Recommends Approval***

(Sponsored by: Lester M. Miller, Mayor)

## 5. Transfers and Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Tax Commissioner's Office Budget, In The Total Amount Of \$50,000.00, From The Salaries And Wages – Full Time Line Item To The



Contract Labor – Contractual Services Line Item For The Purpose Of Funding Expenses Related To The Use Of Temporary Employees (Sponsored by: )

**6. Contracts and Purchase Orders for Approval**

- a. A Resolution Authorizing The Mayor To Execute An Agreement With Darsey Construction, Llc, In The Amount Of \$235,282.06, For Repaving The Bibb County Courthouse Parking Lots, To Be Paid From The 2018 SPLOST Fund, Judicial, Courthouse, Property Line Item (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Authorizing The Mayor To Execute An Agreement With Crisis Line & Safe House Of Central Georgia, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$42,727.00 To Provide Shelter Services To Individuals And Families Involved In Domestic Violence Situations (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Authorizing The Mayor To Execute An Agreement With Big Brothers Big Sisters Of The Heart Of Ga, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$24,317.00 To Provide Mentoring Services To At-Risk Youth (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$10,000.00 To Family Advancement Ministries, Inc. To Provide Families With Young Children Car Seats (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Authorizing The Mayor To Execute An Agreement With Family Counseling Center Of Central Georgia, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$28,800.00 To Provide Counseling And Therapeutic Programs For Low Income Families Dealing With Complex Issues (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Authorizing The Mayor To Execute An Agreement With Georgia Legal Services Program, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$21,995.00 To Provide Free, Quality Legal Services To Eligible Individuals (Sponsored by: Lester M. Miller, Mayor)
- g. A Resolution Authorizing The Mayor To Execute An Agreement With The Mentors Project Of Bibb County, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$12,400.00 To Provide Rent, Utility, Gas, And Food Assistance And Other Necessities For Students And Families In The Mentors Project (Sponsored by: Lester M. Miller, Mayor)
- h. A Resolution Authorizing The Mayor To Execute An Agreement With Homefirst Housing Resource Services, Inc. Granting A Community Development Block Grant (CDBG) In The Amount Of \$68,900.00 For Homefirst Housing Resource Services To Provide Home Ownership Counseling, Foreclosure Counseling, And Homebuyer Education (Sponsored by: Lester M. Miller, Mayor)
- i. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Salvation Army, Inc., Granting A Community Development Block Grant (CDBG) In The Amount Of \$58,659.00 To Provide

Emergency Shelter, Social Services, And Homeless Prevention Programs To The Community (Sponsored by: Lester M. Miller, Mayor)

- j. A Resolution Authorizing The Mayor To Execute An Agreement With Rebuilding Macon, Inc., Granting A Community Development Block Grant (CDBG) In The Amount Of \$56,000.00 To Provide For The Volunteer Youth Program (Sponsored by: Lester M. Miller, Mayor)
- k. A Resolution Authorizing The Mayor To Execute An Agreement With Rebuilding Macon, Inc., Granting A Community Development Block Grant (CDBG) In The Amount Of \$135,000.00 To Provide Minor Home Repairs To Homes Of Low-Income Homeowners (Sponsored by: Lester M. Miller, Mayor)
- l. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Agreements For Facilities Management Contract Services On An As-Needed Basis For Electrical, General Contracting, HVAC, Plumbing And Traffic Signal Services With Various Vendors At Specified Hourly Rates (Sponsored by: Lester M. Miller, Mayor)

## **7. Grants**

- a. A Resolution Acceptance Of A FY2023 Homeland Security Grant From The Georgia Emergency Management And Homeland Security Agency (Gema/Hs) In The Amount Of \$30,000.00, With No Local Match Required, To Be Used By The Macon-Bibb County Fire Department For Search And Rescue Gear (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Authorizing The Acceptance Of A BJA FY23 Smart Prosecution – Innovative Prosecution Solutions Grant From The Department Of Justice Office Of Justice Programs, In The Amount Of \$385,000.00, To Be Used By The Macon Judicial Circuit District Attorney's Office To Fund One Specialized Domestic Violence Investigator And An Additional, Specialized Domestic Violence Prosecutor For The Domestic Violence Unit (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A FY2024 H.E.A.T. Grant From The Governor's Office Of Highway Safety In The Amount Of \$58,456.08, With No Local Match, To Be Used By The Bibb County Sheriff's Office To Provide For H.E.A.T.-Related Enforcement And Related Expenses (Sponsored by: Lester M. Miller, Mayor)

## **8. Installation and Dedications**

- a. An Ordinance To Dedicate The Gymnasium Inside The Bloomfield-Gilead Recreational Center In Honor Of Grady E. Gillis In Recognition Of His Many Years Of Service And Leadership To The Macon-Bibb Community; (Sponsored by: Bill Howell, Commissioner)

## **9. Additions or Changes to the Macon-Bibb County Code**

- a. An Ordinance To Amend Division 14.5 Of Article II, Chapter 7 Of The Macon-Bibb County Code Of Ordinances To Amend The Short Term Vacation Rental Permitting Process (Sponsored by: Bill Howell, Commissioner)

**10. Support for Medicaid Expansion**

- a. A Resolution Of The Macon-Bibb County Commission Requesting That The Local Delegation Introduce Or Support Legislation Accepting Federal Medicaid Funding And Implementing The Full Expansion Of Health Insurance Coverage As Provided By The Affordable Care Act (Sponsored by: Elaine Lucas, Commissioner)

**11. Update on the Office of Small Business Affairs**

**12. Executive Session**

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

# PRE-COMMISSION ACTING AS COMMITTEE OF THE WHOLE

## MINUTES

October 3, 2023

The Pre-Commission meeting acting as a Committee of the Whole was called to order by Mayor Lester M. Miller.

### **COMMISSIONERS PRESENT:**

Mayor Lester M. Miller  
Mayor Pro Tem Seth Clark  
Commissioner Valerie Wynn  
Commissioner Paul Bronson  
Commissioner Elaine Lucas  
Commissioner Bill Howell (On phone–Water Authority Meeting  
Commissioner Raymond Wilder  
Commissioner Mallory Jones  
Commissioner Virgil Watkins  
Commissioner Al Tillman

### **OTHERS PRESENT:**

Duke Groover, Interim County Attorney  
Keith Moffett, County Manager  
Julie Moore, Assistant County Manager  
Alex Morrison, Dir., Planning & Public Spaces  
Janice Ross, Clerk of Commission  
Michael McNeill, Sr. Assistant County Attorney  
Sara Davis, Assistant County Attorney  
Adrianna Beavers, Assistant County Attorney  
Frank Howard, Assistant County Attorney  
Chris Floore, Public Affairs  
Olivia Walter, Communications  
Edna Adams, Communications  
Charles Brooks, Director of Engineering  
John Hayes, Asst. Director of Engineering  
Kim Roberts, Sheriff Office  
Judge Jeff Hanson, State Court

### **GUESTS:**

Taryn Collingsworth, Communities in Schools of Central GA  
Ken Blair, Nominee for Keep Macon Bibb Beautiful  
Aisha Ellen, Executive Director, KMBB  
Janice Habersham, Chairman, KMBB

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### **1. Call to Order**

Mayor Lester M. Miller called the meeting to order

### **2. Approval of Minutes**

- A. Approval of the minutes from the September 19, 2023 meeting (Sponsored by: Lester M. Miller, Mayor)

*On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the minutes of the September 19, 2023 meeting were approved.*

### **3. Appointments to Authorities, Boards and Committees**

- A. A Resolution Of The Macon-Bibb County Commission Appointing Kenvoris Blair To The Keep Macon-Bibb Beautiful Board (Sponsored by Lester M. Miller, Mayor:)

*On motion of Commissioner Bronson, seconded by Commissioner Lucas and carried unanimously, the appointment of Ken Blair to Keep Macon-Bibb Beautiful was approved.*

### **4. New Alcohol Beverage Licenses**

- A. Balaji Investment Group d.b.a. Shurling Food Mart located at 815 Shurling Drive (Sponsored by: Lester M. Miller, Mayor)

*On motion of Commissioner Wynn, seconded by Commissioner Lucas and carried by a vote of seven to one with Commissioners Wynn, Lucas, Clark, Wilder, Howell, Watkins and Tillman casting the affirmative votes and Commissioner Bronson casting the dissenting vote, the license for Shurling Food Mart was approved.*

B. Cotton Ranch - Final Denial (Sponsored by: Lester M. Miller, Mayor)

*On motion of Mayor Pro Tem Clark, seconded by Commissioner Wilder and carried unanimously, the final denial for the Cotton Ranch was approved.*

## **5. Special Purpose Local Option Sales Tax**

A. A Resolution Of The Macon-Bibb County Commission To Approve The Forty-Third Amendment To The 2018 SPLOST Project Timeline And Budget As Presented By The SPLOST Project Manager (Sponsored by: Lester M. Miller, Mayor)

*On motion of Commissioner Wynn, seconded by Mayor Pro Tem Clark and carried unanimously, the Forty-Third Amendment to the SPLOST Time line was approved.*

B. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$1,250,000.00 From 2018 SPLOST Proceeds, To Be Allocated To SPLOST Projects As Specified Herein (Sponsored by: Lester M. Miller, Mayor)

*On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the appropriation of up to \$1,250,000 for SPLOST projects was approved.*

*Commissioner Jones arrived at this time.*

## **6. Appropriations**

A. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$9,353,000.00 In American Rescue Plan Act Funds For The Purpose Of Funding Various Projects Authorized By The American Rescue Plan Act And The Final Rule Concerning The Expenditure Of Local Government Assistance Funds Under The American Rescue Plan Act (Sponsored by: Lester M. Miller, Mayor)

*On motion of Mayor Pro Tem Clark, seconded by Commissioner Tillman and carried unanimously, the appropriation of \$9,353,000 in ARP Funds for various projects was approved.*

*Commissioner Watkins left the meeting at this time.*

## **7. Contracts and Purchase Orders for Approval**

A. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To Professional Services Agreement With The Step After - Evidence Based Programming, LLC, To Provide An Additional 12-Months Of Counseling Sessions To Participants On Swift Certain & Fair Domestic Violence Probation Who Have Been Evaluated For Placement In Moral Reconciliation Therapy®, With Funds From The Swift Certain & Fair Supervision Grant (Sponsored by: Lester M. Miller, Mayor)

*On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the Agreement with The Step After – Evidence Based Programming was approved.*

- B. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Professional Services Agreement With The Southern Center For Choice Theory, LLC, To Provide For An Additional 12-Month Term For Counseling Sessions To Participants On Swift Certain & Fair Domestic Violence Probation Who Have Been Evaluated For Placement In The Family Violence Intervention Program, With Funds From The Swift Certain & Fair Supervision Grant (Sponsored by: Lester M. Miller, Mayor)

*On motion of Mayor Miller, seconded by Commissioner Tillman and carried unanimously, the Agreement with the Southern Center for Choice Theory was approved.*

- C. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Professional Services Agreement With S&K Professionals Limited Liability Company For An Additional 12-Month Term, To Provide Individual Counseling Services To Participants On Swift Certain & Fair Domestic Violence Probation, With Funds From The Swift Certain & Fair Supervision Grant (Sponsored by: Lester M. Miller, Mayor)

*On motion of Commissioner Tillman, seconded by Commissioner Bronson and carried unanimously, the Agreement with S&K Professionals was approved.*

## **8. Grants**

- A. An Ordinance Authorizing The Mayor To Apply For A 2024 Local Maintenance And Improvement Grant ("LMIG") In The Amount Of \$2,348,646.26; Authorizing The Acceptance Of Said Funds And Appropriating Funds For The Required 30% Local Match In The Amount Of \$704,593.88, To Be Paid From 2018 SPLOST Revenues, CY 2024 Roads And Bridges – LMIG Line Item Should Said Application Be Approved; Identifying The List Of Road Projects To Be Funded Thereby (Sponsored by: Lester M. Miller, Mayor)

*On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the Ordinance authorizing the application for LMIG funds was approved.*

- B. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy2023 Homeland Security Grant From The Georgia Emergency Management And Homeland Security Agency (GEMA/HS) In The Amount Of \$10,000.00, With No Local Match Required, To Be Used By The Macon-Bibb County Fire Department For Personal Protective Equipment (Sponsored by: Lester M. Miller, Mayor)

*On motion of Commissioner Bronson, seconded by Commissioner Tillman and carried unanimously, the Grant from the GEMA / HS was accepted.*

- C. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A BJA Fy23 Edward Byrne Memorial Justice Assistance Grant From The Department Of Justice Office Of Justice Programs, In The Amount Of \$141,817.00, To Be Used By The Bibb County Sheriff's Office To Expand The Current Co-Responder Program (Sponsored by: )

*On motion of Commissioner Bronson, seconded by Commissioner Lucas and carried unanimously, the BJA FY23 Edward Byrne Memorial Justice Assistant Grant was accepted.*

- D. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Fy2023 Homeland Security Subgrant From The Georgia Emergency Management And Homeland Security Agency (GEMA/HS) In The Amount Of \$4,500.00, With No Local Match Required, To Be Used By The Bibb County Sheriff's Office For EOD K9 Veterinarian Services And K9 Equipment (Sponsored by: Lester M. Miller, Mayor )

*On motion of Commissioner Jones, seconded by Commissioner Wynn and carried unanimously, the Grant from GEMA/HS for the K9 was accepted.*

## **9. Installation and Dedications**

- A. A Resolution Of The Macon-Bibb County Commission To Approve The Installation And Dedication Of A Donated Park Bench And Signage In Memory Of Susan Davis (Sponsored by: Lester M. Miller, Mayor)

*On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the installation and dedication of a donated bench was approved.*

- B. An Ordinance Of The Macon-Bibb County Commission Designating That Portion Of Kitchens Street Between Luvenia Drive And Mitchell Street As “Rancifer - Stanley Way” In Honor Of The Contributions Of Reverends Hosea Rancifer And David Stanley To Their Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Material And Memorial Signage (Sponsored by: Elaine Lucas, Commissioner)

*On motion of Commissioner Lucas, seconded by Commissioner Tillman and carried unanimously, the designation of a portion of Kitchens Street honoring Reverends Hosea Rancifer and David Stanley was approved.*

## **10. Additions or Changes to the Macon-Bibb County Code**

- A. An Ordinance Amending Division 16, Article Vi, Chapter 2 Of The Macon-Bibb County Code Of Ordinances To Amend The Provisions Governing The Administration And Operation Of The Friends Of Rosa Parks Square Board (Sponsored by: Lester M. Miller, Mayor)

*On motion of Commissioner Tillman, seconded by Maor Pro Tem Clark, the Provisions Governing the Friends of Rosa Parks Square Board was approved.*

## **11. Executive Session**

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. §50-14-3(b)(2)

There being no further business, the meeting was adjourned.

Respectfully submitted:

Janice S. Ross, CMC  
Clerk of the Macon-Bibb County Commission

**COUNTY ATTORNEY’S OFFICE FINAL RECOMMENDATION ON COMMITTEE  
OF THE WHOLE’S ALCOHOL LICENSE REVOCATION RECOMMENDATION**

**TO: Macon-Bibb County Commission**

**FROM: Frank Howard, Assistant County Attorney, Macon-Bibb County**

**DATE: October 3, 2023**

**CC: Devlin Cooper, Esq. Counsel for Midtown Daquiri Bar & Grill LLC.**

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**Re: Revocation Recommendation of the Alcohol License of Midtown Daquiri Bar & Grill LLC dba Midtown Daquiri Bar & Grill at 4376 Log Cabin Drive, Macon, GA 31204**

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**Background:**

Sheriff David Davis of the Bibb County Sheriff’s Office determined that it was appropriate to take adverse action against Midtown Daquiri Bar & Grill LLC dba Midtown Daquiri Bar & Grill (“MDBG”) at 4376 Log Cabin Drive, Macon, GA 31204 (“Business Location”). The Sheriff’s Recommendation Letter deemed the revocation of the alcohol license as “necessary” based upon the Sheriff’s consideration of incidents in the 2022 calendar year. The Mayor received the Sheriff’s Recommendation Letter on January 31, 2023. The license application was ultimately recommended for revocation at the Committee of the Whole meeting on February 7, 2023.

Based on the statements made by the Commissioners voting in the majority to recommend revocation of this license, this office issued a letter to MDBG, giving the following as grounds for the Commission’s recommendation of revocation.

**The bases of the Commission’s recommendation for revocation are the following events which occurred in Calendar Year 2022:**

- 1. Eighteen 911 calls from the Business Location.**
- 2. Ten victims of crimes at the Business Location.**
- 3. Reported cases of aggravated assault, battery, and criminal damage to property.**
- 4. These and other incidents endangered the safety of the citizens of Macon-Bibb County.**

MDBG, through counsel Devlin Cooper, timely requested an administrative hearing on the Committee’s recommendation for denial. Attorney Joel Howe was appointed special master for this matter in an Executive Order issued by Mayor Miller on March 13, 2023, and presided over a fact-finding hearing on June 26, 2023 to determine the relevant facts for the Commission to consider when the Commission makes its final decision. The Special Master considered the evidence presented at the hearing and issued his Opinion on September 28, 2023.

*Midtown Daquiri Bar & Grill LLC dba Midtown Daquiri Bar & Grill  
Final Recommendation on Application  
Page 1 of 4*



## Law Regarding This Final Recommendation:

According to Section 4-407(k) of the Macon-Bibb County Code of Ordinances (“MBC Sec.”),

*(k) Upon receipt of the special master’s opinion, the County Attorney shall present his or her final recommendation to the Macon-Bibb County Commission by filing the same with the Clerk of Commission, along with the special master’s opinion, and by providing a copy of the same to the applicant or licensee, in substantially the following form:*

*(1) The County Attorney shall prepare an opinion stating whether the applicable laws require the Macon-Bibb County Commission to take any action, or prohibit the Macon-Bibb County Commission from taking any action, including, but not limited to, granting or denying any application, renewal, or transfer; imposing or removing any conditions on a license in lieu of denial or revocation; or revoking any license. To the extent that the applicable laws allow for, but do not require, the taking of any action, including, but not limited to, the foregoing, then the County Attorney shall also advise the Macon-Bibb County Commission of all available options.*

*(2) For each required, prohibited, or permissible outcome on which the County Attorney advises the Macon-Bibb County Commission pursuant to paragraph (1)(2) of this Section, the County Attorney shall cite to particular findings of fact in the special master’s opinion which support that conclusion. The County Attorney shall also cite to all statutes, ordinances, and other sources of law which relate to each item of advice given to the Macon-Bibb County Commission.*

*(3) The County Attorney shall also recommend a final course of action for the Macon-Bibb County Commission, in light of the special master’s findings of fact and the County Attorney’s opinions at law provided.*

## Opinion:

I have reviewed the above alcohol license application and Special Master Howe’s findings of fact thereon, and based on these materials, give the following opinions:

1. The Finding of Facts issued by Special Master Joel Howe indicate that the incidents at the Business Location on October 1, 2022, October 15, 2022, and December 31, 2022 may be considered by the Commission when the Commission issues its decision. The Commission shall not consider the incident on June 11, 2022 because the incident at the Business Location that date which involved battery and criminal began at another location and activities which occurred at the Business Location were “incidental” to previous conduct “at another location.” Finding of Fact, pg. 1. The following incidents may be considered by the Commission:
  - a. The incident on October 1, 2022 at the Business Location “where a vehicle was shot several times.” Id. The Finding of Fact did not definitively determine whether the shooting occurred on the immediate “premises” of the Business Location, however, for the purposes of evaluating this incident to determine whether adverse

action is appropriate pursuant to MBC Sec. 4-36(8), the Commission can consider it if the Commission reasonably determines shots which struck a vehicle at the Business Location were fired within 100 yards of the Business Location.

- b. The incident on October 15, 2022 when two individuals were shot as a result of a shooting in the parking lot at the Business Location. Id. at pg. 2.
  - c. The shooting incident on December 31, 2022, when patrons of MDBG returned in a silver sport utility vehicle and shot at least one person while driving by the Business Location. Id.
  - d. The “somewhere between nine “911 calls for service (MBC Exhibit 5), and 21 “calls for
2. The Commission should then consider the application of MBC Sec. 4-36(8) law to the facts as found by the Special Master including but not limited to the facts enumerated “a” through “d” above to determine whether the incidents warrant the revocation of MDBG’s alcohol license. MBC Sec. 4-36(8) provides that the Commission may consider whether revocation “shall be considered in the public interest and welfare” if:

*4-36(8) To the extent known by, discovered by, or revealed to the Bibb County Sheriffs Office or the Macon-Bibb County government, the occurrence of any event or events during the preceding calendar year, at or within 100 yards of the location for which a license is sought, whether related to each other or unrelated, and regardless of whether the events result in any criminal convictions, or the commission of any act or acts in any place by the licensee, its agent, or its owners or managers, which, in the aggregate, would pose any unreasonable risk to the public, upon consideration of the following:*

- (A) Whether any such events constitute a crime under the laws of the United States, the State of Georgia, or the Macon-Bibb County Code of Ordinances;*
- (B) The fact or severity of any personal injuries or loss of life suffered in any such event, as well as the number of people injured or killed therein;*
- (C) Whether any such events included:*
  - (i) the use or brandishing of any firearm or other weapon;*
  - (ii) the use, purchase, sale, or distribution of Controlled Substances, in violation of Chapter 13 of Title 16 of the Official Code of Georgia Annotated;*
  - (iii) gang activity;*
  - (iv) the commission of any Sexual Offenses, in violation of Chapter 6 of Title 16 of the Official Code of Georgia Annotated; or*
  - (v) unlawful Gambling, in violation of Article 2 of Chapter 12 or Title 16 of the Official Code of Georgia Annotated;*

- (vi) *the violation of any laws of the United States, the State of Georgia, or the Macon- Bibb County Code of Ordinances relating to the manufacture, distribution, sale, service, or consumption of alcohol; and*
  - (D) *The degree of knowledge, complicity, or involvement, and the actions of the applicant; or of the applicant's owners, agents, employees, customers, licensees, invitees, or trespassers, with respect to such events.*
  - (E) *Whether any such events, in isolation or in the aggregate, required an unusual commitment of police resources, as compared to other licensees similarly situated, including frequent police reports, or the dedication of an unusual quantity of public policing resources or effort to maintaining good order and security in the area of a licensed premises.*
- 3. The standards set forth in the code above do not need to specifically enumerate every possible action which is a violation of the code. Sego v. City of Peachtree City, 260 Ga. 388, 389, 392 S.E.2d 877, 878 (1990). The code provides significantly more than the “sufficient objective standards to control the discretion of the governing authorities and adequate notice to applicants of the criteria for issuance of a license.” Id. If the Commission determines the standards are ascertainable and are “drawn with sufficient specificity to apprise an applicant of common intelligence of the standards which he should anticipate [the incidents, information, conduct, etc.] the governing body will consider” Levendis v. Cobb Cnty., 242 Ga. 592, 594, 250 S.E.2d 460, 462 (1978). The Commission is afforded discretion to determine whether the standard of conduct or operation is ascertainable to such standard and if so, whether adverse action is an appropriate response. Id.

### **Final Recommendation:**

In light of the Special Master’s findings of fact, and the opinions of law stated above, it is my recommendation that there are sufficient grounds for the Commission to revoke MDBG’s alcohol license based upon their consideration of the incidents at the Business Location or in the vicinity of its premises which occurred in Calendar Year 2022 pursuant to Macon-Bibb County Code of Ordinances Sec. 4-36(8), if the Commission considers the Finding of Facts issued by Special Master Joel Howe and determines MDBG’s operations are detrimental to public interest, safety, and welfare.

**MACON-BIBB COUNTY, GEORGIA**

**HEARING UNDER CODE OF ORDINANCE CHAPTER 4**

**IN RE: MIDTOWN DAIQUIRI BAR & GRILL ALCOHOL LICENSE RENEWAL**

Midtown Daiquiri Bar & Grill (hereinafter “MDBG”) was notified by letter dated February 13, 2023 that its alcohol license was recommended for revocation. MDBG timely appealed that recommendation, and the matter came on for hearing before this special master on June 26, 2023.

Pursuant to Macon-Bibb, Georgia Code of Ordinances § 4-407, and based upon all evidence presented at the hearing in this matter, I hereby make the following findings of fact:

**FINDINGS OF FACT**

1.

According to documents presented at the hearing, there were somewhere between nine “911 calls for services” (MBC Exhibit 5), and 21 “calls for services” (MBC Exhibit 6), during the year 2022.

2.

There was an incident that occurred on June 11, 2022 at the location of 4376 Log Cabin Drive, Macon, Georgia, which involved battery and criminal damage to property. However, according to the Bibb County Sheriff's Office Case Report, that incident began at another location and the fact that it concluded at MDBG was only incidental.

3.

There was an incident that occurred on October 1, 2022 at the location of 4376 Log Cabin Drive, Macon, Georgia where a vehicle was shot several times. It is unclear from the testimony

presented at the hearing whether the shooter was on the premises of MDBG at the time the vehicle was shot. It also is unclear whether this shooting was related to the business operation of MDBG.

4.

There was an incident on October 15, 2022 at the location of 4376 Log Cabin Drive, Macon, Georgia which involved aggravated assault, wherein two individuals were shot.

5.

Following the October 15, 2022 shooting, MDBG took additional steps to secure their property including increasing the number of security video cameras from six to eight and hiring an off-duty Sheriff's Deputy for weekend operating hours.

6.

There was an incident on December 31, 2022 at the location of 4376 Log Cabin Drive, Macon, Georgia that involved an aggravated assault. According to the Bibb County Sheriff's Office Case Report, the shooter was not on the subject premises, but rather was traveling on Log Cabin Drive at the time the shots were fired. However, the alleged shooter had been on the premises of MDBG earlier in the evening.

7.

According to documentation presented at the hearing (Exhibit 8), there were 23 calls for services at or near 4376 Log Cabin Drive, Macon, Georgia in the six months after opening and 12 calls for services during the six months prior to "closing." (According to testimony from the manager of MDBG, the establishment has been operating on a temporary license, rather than being "closed.") During the 141 days since "closing" there have been three calls for services.

8.

According to documentation presented at the hearing (Exhibit 8), there were 2 reported crimes at or near 4376 Log Cabin Drive, Macon, Georgia in the six months after opening and 8 reported crimes during the six months prior to “closing.” (According to testimony from the manager of MDBG, the establishment has been operating on a temporary license, rather than being “closed.”) During the 141 days since “closing” there have been zero reported crimes.

Respectfully submitted, this 28<sup>th</sup> day of September, 2023.

/s/ Joel A. Howe

**JOEL A. HOWE**

Hearing Officer

MARTIN SNOW, LLP  
240 Third Street  
P.O. Box 1606  
Macon, GA 31202-1606  
(478) 749-1718  
(478) 743-4204 (fax)  
[jahowe@martinsnow.com](mailto:jahowe@martinsnow.com)

## **CERTIFICATE OF SERVICE**

This is to certify that I have this day served a true and correct copy of the foregoing FINDINGS OF FACT upon all parties of record by email and placing the same in the United States Mail in a properly addressed envelope with sufficient postage affixed thereon to ensure delivery to:

Michael J. McNeill  
Frank Howard  
Macon-Bibb County Attorney's Office  
P.O. Box 247  
Macon, GA 31202-0247  
[mmcneill@maconbibb.us](mailto:mmcneill@maconbibb.us)  
[FHoward@maconbibb.us](mailto:FHoward@maconbibb.us)

M. Devlin Cooper  
Cooper, Barton, & Cooper, L.L.P.  
170 College St  
Macon, GA 31201  
[mdc@cooperbarton.com](mailto:mdc@cooperbarton.com)

This 28<sup>th</sup> day of September, 2023.

/s/ Joel A. Howe  
**JOEL A. HOWE**  
Hearing Officer

MARTIN SNOW, LLP  
240 Third Street  
P.O. Box 1606  
Macon, GA 31202-1606  
(478) 749-1718  
(478) 743-4204 (fax)  
[jahowe@martinsnow.com](mailto:jahowe@martinsnow.com)

ADDED TO THE OCTOBER 3, 2023 PRE-COMMISSION MEETING



**Tax Commissioner's Office**  
**188 Third Street, Macon, Georgia 31201**  
**Mail to: Tax Commissioner's Office PO Box 4503**  
**Macon, GA 31208-4503**

**License Fees are Prorated by Month that Completed Application is Submitted**

**LICENSE FEES (Check All That Apply)**

|                                                               |                |                                                 |                |                                                               |                |
|---------------------------------------------------------------|----------------|-------------------------------------------------|----------------|---------------------------------------------------------------|----------------|
| <input type="checkbox"/> *Distilled Spirits Packaged to Go    | <b>\$2,900</b> | <input type="checkbox"/> *Malt Packaged to Go   | <b>\$800</b>   | <input type="checkbox"/> Wine Packaged to Go                  | <b>\$700</b>   |
| <input checked="" type="checkbox"/> *Distilled Spirits C.O.P. | <b>\$2,900</b> | <input checked="" type="checkbox"/> *Malt C.O.P | <b>\$800</b>   | <input checked="" type="checkbox"/> Wine *C.O.P.              | <b>\$700</b>   |
| <input type="checkbox"/> *Distilled Spirits Wholesaler        | <b>\$3,600</b> | <input type="checkbox"/> *Malt Wholesaler       | <b>\$1,000</b> | <input type="checkbox"/> Wine Wholesaler                      | <b>\$800</b>   |
| <input type="checkbox"/> *Distilled Spirits Manufacturers     | <b>\$4,300</b> | <input type="checkbox"/> *Malt Manufacturer     | <b>\$2,500</b> | <input type="checkbox"/> Wine Manufacturer                    | <b>\$1,700</b> |
| <input type="checkbox"/> Brewpub                              | <b>\$2,500</b> | <input type="checkbox"/> Out-of-Town Wholesaler | <b>\$100</b>   | <input type="checkbox"/> Brown Bag                            | <b>\$300</b>   |
| <input type="checkbox"/> Malt Beverage Taproom                | <b>\$2,500</b> | <input type="checkbox"/> Cocktail Room          | <b>\$2,500</b> | <input type="checkbox"/> Alcohol Beverage Caterer             | <b>\$600</b>   |
|                                                               |                |                                                 |                | <input checked="" type="checkbox"/> Temporary Alcohol License | <b>\$100</b>   |
| *Distilled Spirits (Liquor)                                   |                | *Malt (Beer)                                    |                | *C.O.P. (Consumed on Premise)                                 |                |

**A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.**

**\$\_\_\_\_\_ Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$\_\_\_\_\_**

**Agent Information**

1. Agent/Owner(s) must complete and sign the History Record Information Consent Form.
2. Provide an Unexpired Identification Card Issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

**Location/Business Information**

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof of Nonprofit Status.
9. Planning and Zoning Compliance form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

**Business Continuation**

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Rev.07/2021



Select One:        New Business       Change of location       Change of Business**BUSINESS**Federal Tax ID #: 47-1006515 State Tax ID #: 308-216016Business Name: Parish on Cherry Corporate and Trade Name: Eisner & Kelly Restaurants LLCLocal Business Address: 580 Cherry St Macon Ga 31201  
(P.O. Box Not Allowed) City State ZipMailing Address: 580 Cherry St Macon Ga 31201  
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: (478) 257 7255 Email Address: Parish2nd@outlook.comContact Person: CHRISTINE LEE Contact Phone #: (478) 319 2091**AGENT**Agent's Name: CHRISTINE LEE Agent's Title: OWNER**INDIVIDUAL/OWNER INFORMATION**Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Rev. 10/2021

## Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

|                    |                      |
|--------------------|----------------------|
| Full Name (print): | CHRISTINE LYNN E LEE |
|                    |                      |
|                    |                      |
|                    |                      |



This authorization is valid for 90/180/ (circle one) days from date of signature.



I, \_\_\_\_\_, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

  
 \_\_\_\_\_  
 Signature

8/30/23  
 \_\_\_\_\_  
 Date

**\*\*\*Include a copy of your valid State/Government issued identification\*\*\***

Date of Inquiry: \_\_\_\_\_ Time of Inquiry: \_\_\_\_\_ Operator's Initials: \_\_\_\_\_

Purpose Code used: (check one)

|                          |                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Employment (E)</b> – Provides <i>Georgia</i> Criminal History Record Information                        |
| <input type="checkbox"/> | <b>Employment with Mentally Disabled (M)</b> – Provides <i>Georgia</i> Criminal History Record Information |
| <input type="checkbox"/> | <b>Employment with Elder Care (N)</b> - Provides <i>Georgia</i> Criminal History Record Information        |
| <input type="checkbox"/> | <b>Employment with Children (W)</b> - Provides <i>Georgia</i> Criminal History Record Information          |
| <input type="checkbox"/> | <b>Public Records (P)</b> – Provides <i>Georgia Felony Convictions</i> Only                                |

**The inquiry resulted in the following: (check all that apply)**

|                          |                                    |
|--------------------------|------------------------------------|
| <input type="checkbox"/> | No Georgia CHRI results available. |
| <input type="checkbox"/> | Georgia CHRI attached/released     |

|                          |                                                          |
|--------------------------|----------------------------------------------------------|
| <input type="checkbox"/> | No NCIC/GCIC Warrant results available.                  |
| <input type="checkbox"/> | Possible NCIC/GCIC Warrant. Contact Agency listed below. |
| Wanting Agency Name:     |                                                          |
| Agency Telephone:        |                                                          |

\_\_\_\_\_  
Agency Designee Signature and Title

\_\_\_\_\_  
Date

**MACON-BIBB COUNTY, GEORGIA**  
**(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS**  
**O.C.G.A. § 50-36-1 (e) (2) Affidavit**

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) \_\_\_\_\_ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application.  
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: EISZNER3KELLY RESTAURANTS LLC (PARSON ON CHERRY)

Printed Name of Applicant: CHRISTINE LEE

\*Signature of Applicant: Christine Lee

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 31<sup>st</sup> DAY OF August, 2023.

Dannelle L Melton  
NOTARY PUBLIC

March 1, 2023  
MY COMMISSION EXPIRES





MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises  
Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: CHRISTINE LEE  
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES  
BUSINESS LOCATION: 580 CHERRY ST.  
BUSINESS NAME: EISZNER & KELLY RESTAURANT LLC (PARISH ON CHERRY)

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

☒ Comply ☐ Does not comply

*Licenses for a private club or for a bona fide restaurant, hotel or motel or other bona fide food service establishment is exempt.*

2. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

☐ Yes ☐ No ☒ Not Applicable

By: F. Charles Brooks  
F. Charles Brooks - Macon-Bibb County Engineer

Date: 8-30-2023

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office

## CONSUMPTION ON PREMISES

(Bar – Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

Parish on Cherry  
#580 Cherry St.

3,600' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy.

4,100' — MHA housing unit property line

Mounts Homes *JCB.*

OK!

Paul J. Homowski  
January 25, 2023

---



Beaufort Gazette  
Belleville News-Democrat  
Bellingham Herald  
Bradenton Herald  
Centre Daily Times  
Charlotte Observer  
Columbus Ledger-Enquirer  
Fresno Bee

The Herald - Rock Hill  
Herald Sun - Durham  
Idaho Statesman  
Island Packet  
Kansas City Star  
Lexington Herald-Leader  
Merced Sun-Star  
Miami Herald

el Nuevo Herald - Miami  
Modesto Bee  
Raleigh News & Observer  
The Olympian  
Sacramento Bee  
Fort Worth Star-Telegram  
The State - Columbia  
Sun Herald - Biloxi

Sun News - Myrtle Beach  
The News Tribune Tacoma  
The Telegraph - Macon  
San Luis Obispo Tribune  
Tri-City Herald  
Wichita Eagle

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO | Amount  | Cols | Depth |
|-----------|--------------|-----------------------------------------|----------|---------|------|-------|
| 115944    | 462431       | Print Legal Ad-IPL01380030 - IPL0138003 |          | \$25.00 | 1    | 31 L  |

### Attention: Parish on

Parish on Cherry EISZHER & KELLY Restaurants LLC  
580 CHERRY ST  
MACON, GA 31201

parish2nd@outlook.com

### NOTICE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-  
QUEST FOR BEER, WINE, LIQUOR On  
Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 8th day of September, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **Parish on Cherry** dba Eiszner & Kelly Restaurants LLC 580 Cherry St. Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below."

This 1st day of September, 2023.  
Chrissy Lee, Applicant  
IPL0138003  
Sep 18 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

09/01/23, 09/08/23

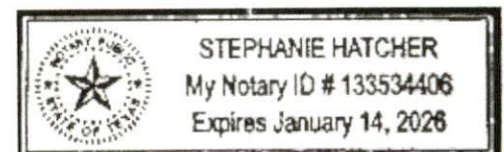
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

*Willmenta Lemon*

Sworn to and subscribed before me this 8th day of September in the year of 2023

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!





# Zoning Compliance

**PERMIT NO:** 2014-00021090 **DATE OF ISSUE:** 12/16/2014  
**ISSUED TO NAME:** Chrissy Lee/ Parish on Cherry St.  
**OWNER'S NAME:** WHITBY INC  
**PROPOSED USE:** Parish on Cherry St.(Restaurant w/ Alcohol c o p)  
**ADDRESS OF PROPOSED USE:** 580 Cherry ST  
**STRUCTURE:** EXISTING  
**MAP/PARCEL:** R073-0446 **ZONING DISTRICT:** CBD-1

## PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

All exterior modifications, including, but not limited to, awnings and signage, are subject to approval by the Design Review Board.

No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services (formerly known as the Bureau of Inspections & Fees and Business Licenses offices). Subject to all applicable local, state, and federal regulations.

All outside music / seating/ etc. must be approved by the Urban Development Authority. The Zoning office does not have jurisdiction to approve any use on a public right of way. (12/5/16- et.)

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 6/14/2015 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

## NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

## RECEIPT INFORMATION

| Permit Description         | Charge Description                  | Charge   | Paid     |
|----------------------------|-------------------------------------|----------|----------|
| Comm/Industr/Institutional | Alcohol Consumed on Premises        | \$100.00 | \$100.00 |
| Comm/Industr/Institutional | Commercial/Industrial/institutional | \$350.00 | \$350.00 |
|                            | TOTALS:                             | \$450.00 | \$450.00 |

**STATE OF GEORGIA**

**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

**ANNUAL REGISTRATION**

\*Electronically Filed\*  
Secretary of State  
Filing Date: 1/23/2023 5:22:14 AM

**BUSINESS INFORMATION**

**CONTROL NUMBER** 14050563  
**BUSINESS NAME** Eiszner & Kelly Restaurants L.L.C.  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 01/23/2023  
**ANNUAL REGISTRATION PERIOD** 2023

**PRINCIPAL OFFICE ADDRESS**

**ADDRESS** 580 Cherry Street, Macon, GA, 31201, USA

**REGISTERED AGENT**

| <b>NAME</b>                            | <b>ADDRESS</b>                                   | <b>COUNTY</b> |
|----------------------------------------|--------------------------------------------------|---------------|
| United States Corporation Agents, Inc. | 1420 Southlake Plaza Dr., Morrow, GA, 30260, USA | Clayton       |

**AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE** Chrissy Lee  
**AUTHORIZER TITLE** Organizer



**Ownership Disclosure Form**

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

**Business:**

Trade Name: Paris on Cherry Name of Corporation: Erszner & Kelly Restaurants LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: \_\_\_\_\_

**Individual:**

Name and Title: CHRISTINE LEE Owner Telephone Number: (478) 319 2091

Residential Street Address: 214 Franklin RD macon Ga 31220

Mailing Address: 214 Franklin RD macon Ga 31220

**Type of Entity and Business Interest:**

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
  - ☐ Limited Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLLP)
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
  - ☐ Limited Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
  - ☐ Managing Member, Total number of Managing Members: 1
  - ☐ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
  - ☐ Corporate Officer: Yes \_\_\_ No \_\_\_
  - ☐ Shareholder holding \_\_\_\_% of all outstanding ownership interests.
- ☐ Publicly Traded Company
  - ☐ Corporate Officer: Yes \_\_\_ No \_\_\_
- ☐ Other
  - ☐ Other person exercising operational authority over the entity: \_\_\_\_\_

## Introductory Text

---

### All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

Alcohol License Handler Renewal applications must be submitted annually on or before November 15th to receive your license by the January 1st. Renewal applications will be accepted until 12/31. After this date a new Alcohol Handler License Application will have to be submitted.

### Alcohol License Process:

The following is required to renew your insert handler:

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color (passport size) photographs of applicant.
- Payment of the \$25 fee for application or renewal of the Alcohol Handler license.

Accepted Methods of Payment: **Credit** and **Debit**.

## Applicant Information

---

### Information about your application:

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

### Demographic Information:

First Name : Christine

Last Name : Lee

Home Address : 214 Franklin St

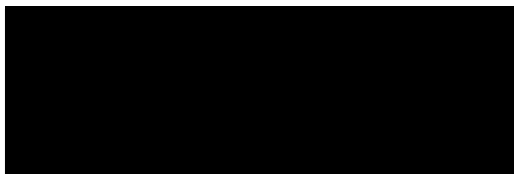
City : Macon

State : Ga

Zip : 31220

Home Phone # : (478) 319-2091

Email : c82leyes@aol.com



Mailing Address : 214 Franklin Rd.

City : Macon

State : Georgia

Zip : 31220

## U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

706040159.jpg

706040169.jpg

Upload a copy of the S.A.V.E. Affidavit here.

saveAffidavit:

16862845365574547848241195213101.jpg

## Required Attachments

 This application requires you to fill out the Alcohol Handler Supplemental Packet and also submit two current color passport size photographs of the applicant.

**The Alcohol Handler Supplemental Packet can be found [here](#).**

Upload certificate showing completion of an alcohol handler's training course, approved by Macon-Bibb County, within the last three years. A separate fee may apply. See below for a list of approved courses.

supplementPacket:

Resized\_Resized\_20230404\_102209.jpeg

 Please Note: The passport photos uploaded must be in color.

Upload a current color passport size photo of applicant here.

photoUpload:

16843462828576432592325869906677.jpg

## Certification and Attestation

---

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Enter Name Here : Christine Lee

Date

Enter Today's Date : 06/09/2023







# Christine Lee



AH001017

**ALCOHOL HANDLER**

**EXP: 12/31/2023**



**RESTAURANT LEASE**

**by and between**

**WHITBY, INC.,  
a Georgia corporation**

**as Landlord,**

**and**

**EISZNER & KELLY RESTAURANTS L.L.C.,  
a Georgia limited liability company**

**as Tenant at**

**580 Cherry Street, 1st Floor  
Macon, Georgia**

## **RESTAURANT LEASE**

This Restaurant Lease (the "Lease") is made as of the latest date of execution by the parties shown on the signature page ("Effective Date") by and between **WHITBY, INC.** ("Landlord") and **EISZNER & KELLY RESTAURANTS L.L.C.**, ("Tenant") (collectively, the "Parties").

### **Article 1 - Schedule of Terms.**

**Building:** The building, fixtures, equipment and other improvements and appurtenances now located or hereafter erected, located or placed upon the land located on the First Floor of the building known as 580 Cherry Street, Macon, Georgia.

**Premises:** A portion of the Building identified as the First Floor, consisting of approximately 4,400 rentable square feet ("rsf") of space (as shown on the site plan attached to this Lease as **Exhibit A**).

**Commencement Date:** Date this Lease shall be in full force and effect.

**Base Rent Commencement Date:** The first day of the calendar month following the expiration of the preceding lease agreement. Same day as the Commencement date.

**Maximum Rate:** An interest at a rate equal to 12% per annum.

**Term:** The Term shall commence on the Commencement Date. The expiration date shall be the date which is the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the Rent Commencement Date.

**Base Rent:** Monthly installments of Base Rent shall be payable as follows:

| <b>Term</b>  | <b>Monthly Rent</b> |
|--------------|---------------------|
| Lease Year 1 | \$6,000.00          |
| Lease Year 2 | \$6,120.00          |
| Lease Year 3 | \$6,242.00          |
| Lease Year 4 | \$6,366.00          |
| Lease Year 5 | \$6,500.00          |

**Lease Year:** Lease Year 1 shall commence on the Rent Commencement Date and shall end on the day immediately preceding the first anniversary of the Rent Commencement Date. Each subsequent Lease Year shall Year shall consist of twelve (12) consecutive, full months following Lease Year 1.

**Additional Rent:** All sums other than Base Rent payable by Tenant to Landlord under this Lease, including but not limited to, late charges, overtime or excess service charges, damages, and interest and other costs related to Tenant's failure to perform any of its obligations under this Lease.

**Rent:** Base Rent and Additional Rent, collectively.

**Security Deposit:** Security Deposit in the amount of \$4500.00 was previously paid under prior lease agreement.

**Permitted Use:** A full service restaurant with a full bar to service the restaurant and for no other purpose whatsoever.

**Notices for Tenant:**

Eiszner & Kelly Restaurants L.L.C.  
 185 McClain Circle  
 Macon, GA 31216  
 Attn: Chrissy Lynn-Lee  
 Phone: (478) 319-2091  
 Facsimile: (X)  
 Email: parishand@outlook.com  
 cc:

Tenant's Federal Employer  
 Identification Number (F.E.I.N.):  
 Landlord's Agent:

Cliffard Whitby, Shantel King-Whitby, or any other person or entity  
 designated at any time and from time to time by Landlord as  
 Landlord's Agent.

Guarantor:

Chrissy Lynn-Lee and Vincent Kelly

Description of Exhibits:

Exhibit A - Site Plan of Leased Premises  
 Exhibit B - Form Declaration of Commencement Date  
 Exhibit C - Form Guaranty

**Article 2 - Lease of Premises/Base Rent.**

Article 2 - 1. - Lease of Premises. The Term of this Lease shall commence on the Commencement Date. Subject to the terms of hereof, Landlord leases to Tenant and Tenant leases from Landlord the Premises for the Term.

Article 2 - 2. - Base Rent. Tenant shall pay to Landlord as rent for the use and occupancy of the Premises, at the times and in the manner provided below, Base Rent in the amount specified in Article 1 above. Base Rent is payable in advance beginning on the Rent Commencement Date and on the first day of each successive calendar month during the Term without demand, setoff or deduction, and the covenant to pay Rent shall be independent of every other covenant in this Lease. Tenant shall pay the first full month of Base Rent due hereunder as of the Rent Commencement Date set forth in Exhibit B. If the first or last month of this Lease is not a full month, Base Rent will be prorated in proportion to the number of days the Premises are occupied in such month. All Base Rent shall be made to Landlord's Agent. A Fifty Dollar (\$50.00) charge shall be imposed on any check Tenant provides to Landlord that is returned for insufficient funds, provided it is not due to error of any financial institution.

Article 2 - 3. - Interest and Late Charges. Upon any Event of Default, defined in Article 15 below, with respect to payment of Base Rent, Additional Rent or any other payment due under this Lease, within three business days after the date the payment is due, Tenant will pay Landlord an additional amount equal to the sum of (a) interest on the delinquent payment calculated at the Maximum Rate from the date when the payment is due through the date the payment is made, and (b) a late payment charge equal to 5% of the amount of the delinquent payment. Landlord's right to such compensation for the delinquency is in addition to all of Landlord's rights and remedies under this Lease.

**Article 3 - Taxes, Assessments and Penalties.**

Article 3 - 1. - Taxes. In addition to Base Rent, Tenant shall pay any taxes levied upon Tenant's business or occupancy of the Premises, including but not limited to, business licenses, occupation taxes, health and safety taxes, leasehold taxes, or any other tax, assessment or penalty arising out of Tenant's use of the Premises, whether levied in the name of Landlord or Tenant. The parties specifically determine that this lease is a usufruct under Georgia law, conveying not interest in the Premises or property to Tenant, and that this lease DOES NOT constitute an estate for years.

#### **Article 4 - Use of Premises.**

**Article 4 - 1. - Use Restrictions.** Tenant shall use the Premises, and patio/sidewalk area to the extent permitted by Macon-Bibb County, for the Permitted Use as defined in Article 1 involving the operation of a full service restaurant of the kind described therein. Landlord does not represent or warrant that the Premises are suitable for the conduct of Tenant's particular business. Tenant shall not change the Permitted Use without the consent of Landlord which consent may be withheld in Landlord's sole discretion. Tenant shall use the Premises exclusively for the purpose of operating a restaurant with bar service to accommodate the restaurant. Bottle service, use of the Premises for a night club or dance hall and the sale of package goods and liquor for consumption off the Premises are expressly prohibited. Tenant may not use any portion of the Premises in any way that: (i) is unlawful, noisy (beyond what is usual and customary for a restaurant) or emits offensive odors inconsistent with food preparation; (ii) interferes with or disturbs other occupants of the Building or occupants of adjoining parcels; (iii) increases the existing rate of insurance on the Building or cause cancellation of insurance policies covering the Building; (iv) causes structural loads limits to be exceeded or (v) adversely affects the mechanical, electrical, plumbing or other base building system.

**Article 4 - 2. - Permits, Licenses and Insurance.** Tenant shall at all times maintain the requisite licenses, permits, and insurance for the Permitted Use. Tenant shall not use the Premises or the Patio, nor permit the Premises or Patio to be used for, the sale, barter, trade, gift or service of intoxicating liquors of any nature whatsoever, as the same shall be defined under the Statutes of the United States, the State of Georgia or any municipal or other governmental authority having jurisdiction over the Premises without the appropriate license and insurance. The sale of such items by Tenant while failing to maintain in full force and effect at all times all such permits, licenses and insurance relating to the sale, barter, trade, gift or service of intoxicating liquors shall be prohibited.

**Article 4 - 3. - Operating Covenants.** Throughout the Term, Tenant shall continuously conduct business in the Premises in accordance with the Permitted Use with a full stock of merchandise (if applicable) and a full staff of personnel. Tenant shall conduct Tenant's business at all times in a first class manner consistent with reputable business standards and practices.

**Article 4 - 4. - Outdoor Seating.** The outdoor seating area/patio is excluded from the common area and for the exclusive use of the Tenant and for no other tenants who may occupy any other part of the Landlord's property. Further:

(a) After receiving prior written approval of Landlord and all permits and governmental approvals to all plans and specifications, Tenant may develop (at its sole cost and expense) and thereafter use and maintain the sidewalk adjacent to the Premises for use as outdoor seating ("Outdoor Area") in compliance with all applicable statutes, ordinances and requirements of all municipal, state and federal authorities and in a manner so as not to interfere with access to adjacent properties. Throughout the Term, Tenant shall furnish Landlord copies of all such permits and licenses.

(b) Tenant's right granted herein to use the Outdoor Area is not transferable or assignable, except to a Permitted Transferee (defined below).

(c) Tenant's right to use the Outdoor Area shall only exist so long as Tenant is using and operating the same and the Premises as required by this Lease. If Tenant violates provisions of this Lease applicable to use of the Outdoor Area, Landlord may, without limitation of any other right or remedy available to it, immediately terminate Tenant's right to use the Outdoor Area.

(d) Landlord reserves the right to require Tenant, upon at least twenty-four (24) hours written or verbal notice, to temporarily discontinue use of the Outdoor Area for

maintenance or repair or in the event of an emergency. No advance notice shall be required in an emergency.

(e) Tenant's use of the Outdoor Area shall be subject to the Brand Standards and the following rules and regulations and any other commercially reasonable requirements Landlord or the Hotel Operator establishes regarding the use of the Outdoor Area:

(i) The Outdoor Area shall not be used for cooking or preparation of food.

(ii) Tenant shall clean and keep sanitary the Outdoor Area and remove all trash generated therefrom on a daily basis or more frequently as needed. Tenant shall provide sufficient trash receptacles in the Outdoor Area. Trash removal shall be into and through the Premises only. Tenant shall wet mop and wet broom the Outdoor Area not less than once a week in order to maintain the same in a clean, orderly and sanitary condition. If Tenant fails to perform such cleaning or trash removal, then Landlord shall have the right to do so, and Tenant will reimburse Landlord promptly after demand for Landlord's costs.

(iii) All furniture to be used by Tenant will meet the standards of quality and appearance consistent with the Brand Standards and shall be subject to Landlord's and Hotel Operator's prior written approval. All furniture and equipment, and all other items used or placed on the Outdoor Areas shall be removed therefrom and stored in the Premises by Tenant during seasons when the Outdoor Area is not in use. The Landlord leaves it to the Tenant's judgment as when to use and not use the covered outdoor area during Tenant's regular business hours as it relates to mild variations in the weather. Tenant shall not attach or permanently install any furniture, equipment or lighting to the Outdoor Area unless reviewed and agreed upon by Landlord.

(iv) Tenant's exterior seating shall be limited to the Outdoor Area and shall not exceed the number of seats allowed by ordinance and permit nor shall Tenant obstruct the sidewalks or other common areas of the Building.

(v) Tenant shall not erect or place any canopy or other enclosure or covering on the Outdoor Area nor paint or decorate the Outdoor Area without Landlord's prior written approval. Landlord shall not unreasonably withhold its consent. Tenant shall pay for any third party costs incurred by Landlord to review the use of the Outdoor Area or Tenant's installations, including, but not limited to costs for a structural engineer, if applicable.

(vi) Tenant shall not permit any loud music to be played in the Outdoor Area. Landlord agrees that Tenant shall be permitted to play recorded or live music in the Outdoor Area provided that the same does not disturb any other tenant or resident of the neighborhood.

(vii) Tenant's insurance required under this Lease shall expressly cover the use of the Outdoor Area by Tenant. In the event that Tenant intends to serve liquor, beer or wine in the Premises or in the Outdoor Area, Tenant shall maintain so-called "dram shop" insurance in the amounts set forth in Paragraph 12.1.1(b) below.

**Article 4 - 5. - Access.** Tenant shall have access to the Building and the Premises seven (7) days per week, twenty-four (24) hours per day. Tenant and its employees and invitees shall not enter areas of the Building reserved for the exclusive use of Landlord. Access to the Building will be subject to such

rules and regulations as Landlord reasonably promulgates from time to time (the "Building Rules"). Landlord shall in all cases retain the right to control and restrict access to the Building in the event of an emergency or at any time by any person engaged in activities which are illegal or whose presence in the reasonable judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants (and Landlord shall have no liability for such actions taken in good faith).

#### **Article 5 - Landlord's Reservation of Rights.**

Landlord may (i) increase, reduce or change the number, dimensions or locations of the Common Areas and other improvements located in or about the Building in any manner that Landlord in its sole discretion deems proper, so long as Landlord does not materially and adversely affect Tenant's use of or access to the Premises; (ii) make alterations, additions or other physical changes (collectively, "to the Building"); (iii) enter the Premises for the purpose of installing, maintaining, using, repairing and replacing pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Building in a manner that will not materially interfere with Tenant's use or enjoyment of the Premises; (iv) change the Building's name and street address; (v) grant to any person or entity the exclusive right to conduct any business or render any service in or to the Building; (vi) retain at all times master keys or passkeys to the Premises; (vii) place such signs, notices or displays as Landlord reasonably deems necessary or desirable on the roof and exterior of the Building; (viii) make and enforce the Building Rules; (ix) close temporarily any of the Common Areas for maintenance purposes; (x) designate other lands outside the exterior boundaries of the Building to become part of the Common Areas, provided they are utilized in connection with the Building and (xi) incorporate Tenant's trade name and logo in all promotional activities relating to the Building.

#### **Article 6 - Tenant Transfers.**

Article 6 - 1. - Transfer Defined. "Transfer" means an assignment, mortgage, pledge, transfer, sublease, license or other encumbrance or conveyance (voluntarily, by operation of law or otherwise) of this Lease or the Premises or any interest in this Lease or the Premises or Tenant's allowing the use or occupancy of the Premises by anyone other than Tenant. The term "Transfer" also includes any assignment, mortgage, pledge, transfer or other encumbering or disposal (voluntarily, by operation of law or otherwise) of any ownership interest in Tenant or any Guarantor that results or could result in a change of control of Tenant or any Guarantor.

Article 6 - 2. - Consent Required. Each proposed Transfer requires Landlord's prior written consent, in which case the parties will proceed as follows:

Article 6 - 2. - 1. - Tenant's Transfer Notice. Tenant shall notify Landlord at least thirty (30) days prior to the proposed Transfer of the name and address of the proposed transferee and the proposed use of the Premises, and include with the notice copies of the proposed Transfer documents, including without limitation the proposed assignment of lease or proposed sublease document, as applicable, and copies of the proposed transferee's balance sheets and income statements (both current and for the past two (2) years), as well as such other information as may be reasonably required by Landlord (collectively, "Transfer Documents"). LANDLORD WILL HAVE NO OBLIGATION TO REVIEW A PROPOSED TRANSFER OR TO CONSENT OR DENY CONSENT TO A PROPOSED TRANSFER UNTIL ALL TRANSFER DOCUMENTS, DEFINED BELOW, HAVE BEEN PROVIDED TO LANDLORD.

Article 6 - 2. - 2. - Landlord's Rights. Within thirty (30) days after Landlord's receipt of Tenant's complete notice, all requested Transfer Documents, Landlord may:

- (a) Terminate this Lease with respect to the entire Premises, if the proposed Transfer is either an assignment of this Lease or sublease of more than twenty five percent (25%) of the Premises or terminate this Lease with respect to such space as Tenant proposes to



sublease if the proposed Transfer is a sublease of less than the entire Premises. If Landlord exercises its option to terminate this Lease with respect to all or a portion of the Premises, (i) this Lease shall end and expire with respect to all or a portion of the Premises, as the case may be, on the date that such assignment or sublease was to commence, provided that such date is in no event earlier than 90 days after the date of the above notice, (ii) Rent shall be apportioned, paid or refunded as of such date, (iii) Tenant, upon Landlord's request, shall enter into an amendment of this Lease ratifying and confirming such total or partial termination, and setting forth any appropriate modifications to the terms and provisions hereof, and (iv) Landlord shall be free to lease the Premises (or any part thereof) to Tenant's prospective assignee or subtenant or to any other party.

(b) Provide written consent, or deny consent, to the proposed Transfer. Landlord's consent shall not to be unreasonably withheld, conditioned or delayed if: (i) in Landlord's reasonable judgment, the Transferee is engaged in a business or activity consistent with the Permitted Use and in keeping with the tenants that directly lease premises in the Building; (ii) the proposed transferee, in Landlord's reasonable opinion, has sufficient financial means, is reputable and its presence in the Building will not result in a diminution in the reputation of the Building or the other businesses located in the Building; (iii) occupancy by the proposed transferee will not create additional density or otherwise burden the Building systems; (iv) there is no other subtenant of the Premises; (v) the proposed Transferee is not either a governmental agency or an instrumentality thereof, or an entity entitled, directly or indirectly, to diplomatic or sovereign immunity, (vi) the proposed transferee is not an existing tenant or an affiliate of a tenant of a property managed by Landlord's Agent, or a party with whom Landlord or Landlord's Agent is actively negotiating to lease space in the Building or in another property managed by Landlord's Agent (or has, in the last six (6) months, been actively negotiating to lease space in the Building or in another property managed by Landlord's Agent); (vii) after demising the sublease premises, the remaining space is not, in the Landlord's reasonable determination, unmarketable and (viii) no Event of Default then exists or is created by the demising of the subleased premises.

**Article 6 - 3. - Effect of Transfers.** Except for a complete transfer of this Lease to or a new lease with a substitute lessee consented to by Landlord in writing, no other Transfer will release Tenant or any guarantor of this Lease from any Lease obligation. Landlord's acceptance of a payment from any person or entity other than Tenant that occupies the Premises does not waive Tenant's obligations under this Article 6. If an Event of Default exists, Landlord may proceed against Tenant without exhausting any remedies against any transferee and may require (by written notice to any transferee) any transferee to pay Transfer rent owed Tenant directly to Landlord (which Landlord will apply against Tenant's Lease obligations). Termination of this Lease for any reason will not result in a merger. Each sublease will be deemed terminated upon termination of this Lease unless Landlord notifies the subtenant in writing of Landlord's election to assume any sublease, in which case the subtenant shall attorn to Landlord under the terms of the sublease. Any Transfer or attempted Transfer in violation of the provisions of this Article 6 shall be void and of no force and effect.

**Article 6 - 4. - Restrictions on Terms.** Tenant may not advertise the Premises for sublease at a rental rate below the rate, if any, that Landlord is then advertising other available space in the Building. In promoting the Premises, Tenant may not use any marketing materials prepared by Landlord, and may not use any picture or rendering of the Building.

**Article 6 - 5. - Assignment by Landlord.** Landlord shall have the right to assign or transfer, in whole or in part, Landlord's rights and obligations under this Lease and in the Building and the Premises. Tenant shall recognize as its landlord any party to whom Landlord assigns this Lease.

## **Article 7 - Compliance with Laws.**

Article 7 - 1. - Tenant's Compliance. Tenant, at its expense, shall comply with the Building Rules and all directives of Landlord's insurers and utility service providers, the terms and conditions of covenants and restrictions or any certificate of occupancy relating to or issued for the Premises or Building, and all present and future laws, regulations, rules, orders, statutes or ordinances of any governmental entity (collectively, "Laws"), applicable to the Building or the use or occupancy of the Premises; provided, however, that Tenant shall not be obligated to comply with any directives or Laws requiring any structural modifications to the Premises unless the application of such Law or directive arises from (i) the specific manner or nature of Tenant's use or occupancy of the Premises, (ii) additions to or Alterations (defined below) of the Premises made by Tenant, or (iii) a breach by Tenant of any provisions of this Lease. Any repairs or modifications to the Premises required of Tenant pursuant to this Section 8.1 shall be performed by Tenant in compliance with Article 9 below, if such repairs or Alterations are nonstructural and do not affect any Building system or areas outside the Premises, or shall be performed by Landlord if the repairs or Alterations are structural or affect any Building system or areas outside the Premises.

Article 7 - 2. - Landlord's Compliance. Landlord shall comply with (or cause to be complied with) all directives of Landlord's insurers and utility service providers, the terms and conditions of covenants and restrictions or any certificate of occupancy relating to or issued for the Premises or Building and Laws, which are not the obligation of Tenant, to the extent that non-compliance would materially impair Tenant's use and occupancy of the Premises.

## **Article 8 - Maintenance, Repairs and Alterations.**

Article 8 - 1. - Tenant's Obligations. During the Term, Tenant, at its own expense and at all times shall: (i) maintain the Premises in good repair and in a safe condition; (ii) maintain and repair any restaurant equipment related fixtures and equipment that exclusively serve the Premises; (iii) perform routine maintenance required to keep all services including, HVAC, electrical and plumbing services in good working condition; (iv) Tenant will promptly and adequately repair all damage to the Premises and Building caused by actions or omissions, abuse, misuse or overuse by Tenant or any of its employees, agents, licensees, invitees or contractors. Tenant shall enter into service contracts on terms and with providers acceptable to Landlord for the maintenance items described in subparagraph (ii), (iii) and (iv) above.

Article 8 - 1. - 1 Maintenance Agreements. Throughout the Term, Tenant at its own expense, shall be responsible for and shall, procure and maintain service contracts with qualified third-party vendors reasonably satisfactory to Landlord for the following: (i) cleaning of hoods; (ii) maintenance of ANSUL system; (iii) extermination; (iv) elevator; (v) emergency management systems; (vi) rodding of grease lines and catch basins; (vi) maintenance of black iron; and (vii) rodding of super basin. Each contractor must be bonded and carry such insurance as reasonably required by Landlord.

## **Article 8 - 2. - Landlord's Obligations/Building Services.**

Article 8 - 2. - 1. - Repairs & Access. During the Term, Landlord shall make all repairs to and perform necessary maintenance on all structural elements of the Building related to framing and roof integrity. Any damage to or affecting the mechanical, electrical, HVAC, and plumbing systems and other facilities that serve the Premises due to acts of God, events beyond Tenant's control and not resulting from Tenant's failure to perform Tenant's Obligations under Article 8-1 above, shall be the Landlord's responsibility. Tenant shall permit Landlord or Landlord's Agent to enter the Premises at reasonable times for the purpose of inspecting the Premises, showing the Premises to Landlord's mortgagees or prospective purchasers, performing any service or repair required of Landlord under this Lease, and during the last twelve (12) months of the Term showing the Premises to prospective tenants. Landlord shall use commercially reasonable efforts to (i) provide not less than 24 hours' notice (which

can include verbal notice before entry), except that no notice is necessary if Landlord must enter the Premises because of an emergency and (ii) minimize any interference to Tenant's business as a result of any such entry.

Article 8 - 2. - 2. - HVAC. Landlord has furnished heat and air conditioning units adequate for the Premises under normal business operations. Tenant may operate, activate, and set reasonable temperatures for heat and air conditioning within the Premises. Tenant will not abuse the heating and air conditioning system by setting the thermostat at unreasonable or excessive temperatures.

Article 8 - 2. - 3. - Electric. Electricity for use by the Tenant shall be at Tenant's expense by arrangement with Georgia Power Company or another approved provider.

Article 8 - 2. - 4. - Water & Sewer. Tenant shall arrange and be responsible for water and sewer services to the Premises for drinking, lavatory and kitchen purposes.

Article 8 - 2. - 5. - Trash Removal. Tenant shall be responsible for all expenses and arrangements for trash and garbage removal associated with the operations of their business solely.

Article 8 - 3. - Utilities. Tenant shall be responsible for the payment of all utilities serving the Premises which are not specifically provided by Landlord.

Article 8 - 3. - 1. - Separately Metered Utilities. Tenant shall pay, when due, all charges for utilities separately metered to the Premises.

Article 8 - 3. - 2. - Shared Utilities. None; all utilities to the Tenant shall be separately metered.

Article 8 - 3. - 3. - Additional Tenant Responsibilities. Tenant shall pay for all replacement electrical light bulbs, tubes, ballasts and starters used and consumed in the Premises. Tenant agrees not to set thermostats located in the Premises below 68°F during cooling seasons or below 55°F or above 75°F during heating seasons.

Article 8 - 4. - Service Interruptions. Notwithstanding anything to the contrary in this Lease, Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service or utility, or for any diminution in the quality or quantity thereof. Landlord reserves the right to suspend any service or utility when necessary, by reason of Force Majeure Events, or for any improvement work which, in Landlord's reasonable judgment, is necessary or appropriate, until such event or improvement work, is completed and Landlord shall not be liable for any interruption, curtailment or failure to supply services or utilities. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises as a result of any such interruption, curtailment or failure of or defect in such service, and to restore any such services, remedy such situation and minimize any interference with Tenant's business. The exercise of any such right or the occurrence of any such failure by Landlord shall not constitute an actual or constructive eviction, in whole or in part, entitle Tenant to any compensation, abatement or diminution of Rent, relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord by reason of inconvenience to Tenant, or interruption of Tenant's business, or otherwise.

Article 8 - 5. - Limits on Alterations/Improvements. Tenant may not make any additions, substitutions, modifications or alterations to the Premises ("Alterations") that are structural or affect any Building system or areas outside the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. If Landlord elects, Landlord shall be entitled to act as the contractor for the installation of any improvements or Alterations to the Premises, so long as Landlord is competent to do so, and Landlord is willing to do so at a cost which is no higher to Tenant than the contractor selected by Tenant.

**Article 8 - 6. - Liens.** Tenant shall keep the Premises and the Building free and clear of all mechanic's and materialman's liens resulting from construction or Alterations performed by or for Tenant. If any mechanic's or materialman's lien is ever claimed, fixed or asserted against the Premises or the Building in connection with any work performed by or for the Tenant, Tenant shall, within ten (10) days after receipt by Tenant of notice of such lien, discharge the lien either by payment or by posting a bond as permitted by Law. If Tenant does not discharge the lien, whether valid or not, Landlord shall have the right, but not the obligation, to discharge the lien on Tenant's behalf, and Tenant shall promptly reimburse Landlord for all costs and expenses incurred by Landlord associated with the discharge of the lien, including without limitation reasonable attorneys' fees.

**Article 9 - Waiver of Claims/Indemnification.**

**Article 9 - 1. - Indemnification.** Tenant shall protect, defend, indemnify and hold harmless Landlord from and against any and all claims (including all demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including without limitation, court costs and reasonable attorneys' fees arising out of any such claim) asserted against Landlord or Landlord's Agent by any third parties for any loss of life, damage or injury to person, property, or business occurring within the Premises or caused by any breach of this Lease by Tenant, or by any other acts or omission of Tenant, any other occupant of the Premises, or any of their respective agents, employees, invitees or contractors. Tenant specifically acknowledges that the indemnity undertaking herein shall apply to claims in connection with or arising out of any Alterations to the Premises by Tenant.

**Article 9 - 2. - Landlord's Indemnity.** Landlord shall protect, defend, indemnify and hold harmless Tenant from and against any and all claims (including all demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including without limitation, court costs and reasonable attorneys' fees arising out of any such claim) asserted against Tenant by any third parties for any loss of life, damage or injury to person, property, or business, to the extent caused by, any breach of this Lease by Landlord or any other acts or omissions of Landlord.

**Article 9 - 3. - Mutual Waiver.** To the extent permitted by Law, Landlord and Tenant waive and release each other, their contractors and agents from all claims for damage to their respective property (including business interruption) sustained by Landlord or Tenant relating to (i) directly or indirectly, any act or omission of Landlord, Landlord's Agent or Tenant, their respective contractors or any tenant or occupant of the Building or other person; (ii) the Building or Premises or any part of either or any equipment or appurtenance becoming out of repair; or (iii) any accident in or about the Building or Premises. The foregoing shall apply especially, but not exclusively, to damage caused by the flooding of basements or other subsurface areas, refrigerators, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether the damage results from the act or omission of Landlord, Tenant, other tenants of the Building or of any other person, or whether the damage is caused by or resulted from anything or circumstance above mentioned or referred to, or any other thing or circumstance, whether of a like or of a wholly different nature.

**Article 10 - Insurance.**

**Article 10 - 1. - Tenant's Insurance.** Tenant shall, at its sole expense, keep in force and provide evidence of the following types of insurance with terms, coverages and in companies reasonably satisfactory to Landlord, and with such increases in limits as Landlord may from time to time reasonably request, but initially Tenant shall maintain the following coverages in the following amounts:

**Article 10 - 1. - 1. - Liability Insurance.**

(a) Comprehensive commercial general liability insurance against any and all damages and liability arising from injuries to person or damage to property, however

occasioned, in, on or about the Premises in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000) general aggregate. Tenant may satisfy the limits of liability required herein with a combination of umbrella or excess policies of insurance, provided that such policies comply with all of the provisions hereof; and

(b) if Tenant serves liquor, a policy or policies insuring Tenant against all liability now or hereinafter imposed by law shall be maintained. Such policy or policies shall provide that each common cause limit of the policy or policies to be not less than One Million (\$1,000,000.00). The each common cause occurrence limit may be satisfied by using a combination of primary and excess/umbrella coverages. The policy or policies shall be maintained throughout the Term (as may be extended), and the certificates of insurance thereof shall be deposited with Landlord and shall name the additional insureds, otherwise provided elsewhere in this Section.

**Article 10 - 1. - 2. - Property Insurance.** Property insurance written on special perils or all risk form adequate in amount to cover damage to or replacement of, as necessary, the leasehold improvements, trade fixtures, furnishings, equipment, goods and inventory in the Premises. Such insurance shall provide that it is specific and noncontributory and shall contain a replacement cost endorsement and a clause pursuant to which the carriers waive all rights of subrogation against the Landlord with respect to losses payable under such policies.

**Article 10 - 2. - Form of Insurance and Selection of Insurers.** All insurance shall waive the insurer's subrogation rights against Landlord, Landlord's Agent and their respective officers, partners, shareholders, members and employees, be in a form satisfactory to Landlord, carried with companies licensed to do business in the State of Georgia with a minimum Best rating of A (VIII). Tenant shall cause its insurer to attach endorsements to the General Liability and Umbrella Liability Policies, if any, which name Landlord and Landlord's Agents as additional insureds. Tenant shall provide Landlord with a copy of such endorsement and a Certificate of Insurance together with proof of payment of premium, showing the required coverage and additional insureds. The endorsement and Certificate must provide for thirty (30) days' prior written notice to Landlord in the event of cancellation or material change of coverage or ten (10) days for non-payment of premium. At least thirty (30) days prior to the expiration of any coverage, Tenant shall give Landlord proof of renewals of or replacements for such insurance, together with proof of payment of premium.

**Article 10 - 3. - Landlord's Insurance.** Landlord shall maintain property and liability insurance. Any insurance proceeds payable under such policies shall be paid solely to Landlord or its mortgagee[s].

**Article 11 - Condemnation.**

If all or more than thirty percent (30%) of the Premises are taken for public use, either party may elect to terminate this Lease as of the date of taking. The election to terminate this Lease as provided above must be exercised, if at all, within sixty (60) days after the nature and extent of the taking is determined or this Lease shall remain in full force and effect. If less than thirty percent (30%) of the Premises are taken and a part remains that is reasonably suitable for Tenant's use, this Lease shall, as to the part taken, terminate as of the date of taking, and Tenant shall then pay such proportion of the Rent for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of the taking. Tenant shall not share in the award that may be payable to Landlord for any taking; Tenant may, however, seek a separate award for its trade fixtures and moving expenses.

**Article 12 - Destruction of Premises.**

**Article 12 - 1. - Substantial Destruction.** If the Building or Premises are made substantially untenable by fire or other casualty, Landlord may elect to: (i) terminate this Lease as of the date of the

fire or other casualty by giving notice of termination to Tenant within ninety (90) days after the date of the fire or other casualty; or (ii) without terminating this Lease proceed with reasonable diligence to repair or restore the Premises, other than leasehold improvements, trade fixtures, furnishings, equipment, goods and inventory required to be insured by Tenant pursuant to Section 11.1.2 above. If Landlord elects to repair or restore the Premises, it shall provide Tenant, within forty-five (45) days after the date of the fire or other casualty, with an estimate of the completion date of the repair or restoration. If Landlord's estimate shows that the appropriate repairs or restoration cannot be completed within two hundred forty (240) days after the date of the fire or other casualty, then Tenant may, by giving written notice within ten (10) days after receipt of Landlord's estimate, terminate the Lease. If such repair or restoration is begun by Landlord but is not completed by the expiration of the two hundred forty (240) day period, which period shall be extended by Force Majeure Events and delays caused by Tenant, then Tenant may, upon ten (10) days written notice to Landlord, terminate this Lease.

**Article 12 - 2. - Partial Destruction.** If the Premises are damaged by fire or other casualty, but are not made substantially untenantable, then Landlord shall with reasonable diligence repair and restore the Premises, as applicable, other than leasehold improvements, trade fixtures, furnishings, equipment, goods and inventory required to be insured by Tenant pursuant to Section 12.1.2 above. If, however, such damage occurs during the last twelve (12) months of the Term, either party may terminate this Lease by providing written notice of termination to the other party within thirty (30) days after the date of such fire or other casualty and this Lease shall terminate as of the date set forth in the notice which shall not be earlier than ninety (90) days after the date of such fire or casualty.

**Article 12 - 3. - Insufficient Proceeds.** Notwithstanding any contrary language in this Article 14, if this Article 14 obligates Landlord (or Landlord undertakes) to repair damage to the Premises or Building caused by fire or other casualty and Landlord does not receive sufficient insurance proceeds (excluding any deficiency caused by the amount of any policy deductible) to repair all of the damage, or if Landlord's lender does not allow Landlord to use sufficient proceeds to repair all of the damage, then Landlord, at Landlord's option, by notifying Tenant within 30 days after the casualty, may terminate this Lease effective as of the date of the fire or other casualty.

**Article 12 - 4. - Tenant's Restoration.** Following Landlord's completion of its restoration work described in subsection 14.1 above, Tenant shall proceed with diligence to reconstruct and restore to substantially the same condition as prior to the casualty, its leasehold improvements, trade fixtures, furnishings, equipment, goods and inventory required to be insured by Tenant pursuant to Section 12.1.2.

### **Article 13 - Hazardous Substances.**

Tenant shall not cause or allow any Hazardous Substance (as defined below) to be brought in, kept or used in or about the Building by Tenant or its agents, employees, contractors or invitees, other than standard cleaning materials that are used in compliance with Laws, Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation any and all sums paid for settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) arising as a result of Tenant's violation of the obligations set forth in the preceding sentence. This indemnification shall survive the termination of this Lease, and includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by federal, state or local agency or political subdivision. "Environmental Law" means any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Resource Conservation and Recovery Act of 1976. "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated under any Environmental Law, including asbestos, petroleum and petroleum products.



#### **Article 14 - Events of Default.**

Each of the following is an event of default ("Event of Default") under this Lease:

- (a) If Tenant abandons or vacates the Premises;
- (b) If Tenant fails to pay when due any installment of Base Rent;
- (c) If Tenant fails to pay when due any installment of Additional Rent and such default shall continue for five (5) days after notice of such default, except that if Landlord shall have given two such notices of default in the payment of any Rent in any twelve (12) month period, Tenant shall not be entitled to any further notice of its delinquency in the payment of any Rent or an extended period in which to make payment until such time as twelve (12) consecutive months shall have elapsed without Tenant having failed to make any such payment when due, and the occurrence of any default in the payment of any Rent within such twelve (12) month period after the giving of two (2) such notices shall constitute an Event of Default without further notice;
- (d) If Tenant fails, at any time, to carry the insurance required in Section 12.1 or fails to provide evidence of insurance in accordance with Section 12.2 and such failure to provide evidence shall continue for five (5) days after notice of such default is given;
- (e) If Tenant does not perform or observe any agreement, covenant, condition or provision of this Lease other than the payment of money, unless such failure is cured within any period of time following notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following notice (or such additional time as may be required due to Force Majeure Events);
- (f) If Tenant or Guarantor (i) files or consents to the filing against it of a petition for relief or reorganization or any other petition in bankruptcy or liquidation; or (ii) makes an assignment for the benefit of its creditors; or (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers for all or a substantial part of its property;
- (g) If a petition is filed against Tenant or Guarantor without either's consent for (i) the appointment of a custodian, receiver, trustee or other officer with similar powers for all or a substantial part of their respective property; (ii) relief or reorganization or any other petition in bankruptcy or insolvency; (iii) the dissolution, winding up or liquidation of Tenant or Guarantor, if any such petition is not dismissed within sixty (60) days;
- (h) If this Lease or Tenant's interest in this Lease is levied upon under any attachment or execution and the attachment or execution is not vacated within sixty (60) days; or
- (i) If Tenant makes a Transfer in violation of Article 7 above.

#### **Article 15 - Landlord's Remedies on Default.**

If an Event of Default occurs, Landlord may, at its option, with notice or demand of any kind to Tenant or Tenant's representative or without notice or demand in cases where Tenant or Tenant's representative cannot be located, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein (provided that Landlord shall use such efforts as are required by law to mitigate any damages resulting from such Event of Default):

(a) Terminate this Lease and the Term created hereby and immediately repossess the Premises. If Landlord does terminate this Lease and repossess the Premises, Landlord shall be entitled to immediately recover, in addition to any other sums or damages for which Tenant may be liable to Landlord, as damages a sum of money equal to the excess of the present value of the Rent provided to be paid by Tenant for the balance of the Term over the present value of the anticipated fair market rent for the Premises (computed based upon the yield on U.S. Treasury obligations having a maturity closest to the termination date) that could be achieved for said period, after deduction of all anticipated expenses of reletting, including, without limitation, all allowances, abatements, construction costs, brokerage commissions and tenant concessions likely to be required under existing market conditions. Should the present value of the anticipated fair market rent for the Premises, after deduction of all anticipated expenses of reletting, that could be achieved for the balance of the Term exceed the present value of the Rent provided to be paid by Tenant for the balance of the Term, Landlord shall have no obligation to pay to Tenant the excess or any part thereof or to credit such excess or any part thereof against any other sums or damages for which Tenant may be liable to Landlord.

(b) Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without terminating this Lease. If Landlord terminates Tenant's right of possession without terminating this Lease, Landlord shall take reasonable measures to the extent required by Laws, to relet the same for the account of Tenant, for such rent and upon such terms as shall be reasonably satisfactory to Landlord. Reasonable measures shall not obligate Landlord to show to a prospective tenant the Premises before showing other space in the Building or other space in a building managed by Landlord's Agent. For the purpose of such reletting, Landlord is authorized to decorate, repair, remodel or alter the Premises and to relet the Premises at such rental rate (which may be higher than the rental rate then applicable under this Lease), as Landlord reasonably determines to be necessary to maximize the effective rent on reletting. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages the amount of the Rent reserved in this Lease for the balance of the Term as due hereunder. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of all decoration, repairs, remodeling, installations and additions and the expenses of such reletting (including all allowances, abatements and other tenant concessions required under then existing market conditions), to satisfy the Rent provided for in this Lease, Tenant shall satisfy and pay the same upon demand therefor from time to time. Tenant shall not be entitled to any rents received by Landlord in excess of the Rent provided for in this Lease. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Article 16 from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

(c) In the event Tenant fails or refuses to perform any of its duties or obligations hereunder with respect to the Premises, after five (5) days' prior written notice or immediately in the event of an emergency involving possible harm to persons or property, then, Landlord may perform said obligation and Tenant shall pay to Landlord on demand all reasonable costs and expenses incurred by Landlord in connection with any such performance by it, together with an amount equal to the sum of Landlord's expenses plus five percent (5%) for Landlord's overhead with interest thereon at the Maximum Rate from the date incurred by Landlord.

**Article 16 - Landlord's Security.**

**Article 16 - 1. - Security Deposit.** The Security Deposit set forth in Article 1 secures Tenant's performance of its obligations under this Lease, including without limitation, its obligations to pay Rent. If increases in Base Rent are provided for during the Term, then Landlord may require Tenant to increase the Security Deposit proportionately. Landlord may apply all or portions of the Security Deposit if Tenant does not perform all of its obligations, and Tenant shall replace the amount so applied within five (5) days after demand from Landlord. Tenant expressly acknowledges that Tenant may not apply all or any portion of the Security Deposit to the payment of any Rent under this Lease, and if it attempts to do so, late charges and penalties shall accrue until Rent is paid in full without regard to the Security Deposit. If the Building is sold, Landlord may transfer the Security Deposit to the purchaser. Upon a transfer, Landlord shall have no further liability with respect to the Security Deposit, and Tenant shall look solely to the purchaser for the return of the Security Deposit. Landlord need not keep the Security Deposit in a segregated account, and the Security Deposit may be commingled with other funds of Landlord. If Tenant is not in default, any balance of the Security Deposit remaining at the expiration of the Term shall be returned promptly to Tenant, without interest.

**Article 16 - 2. - Landlord's Lien.** To secure performance of Tenant's obligations hereunder, in addition to any statutory landlord's lien, Tenant grants to Landlord a first position security interest in all goods, inventory, equipment, fixtures, furniture, improvements, chattel paper, accounts, and general intangibles, and other personal property of Tenant now or hereafter situated on or relating to Tenant's use of the Premises, and all proceeds therefrom ("Collateral"), and the Collateral shall not be removed from the Premises without the consent of Landlord until all obligations of Tenant have been fully performed. Tenant agrees that following the occurrence of a default, Landlord may, in addition to all other remedies, without notice or demand, enter the Premises for the purpose of securing or recovering the Collateral, and exercise all rights afforded a secured party under the Uniform Commercial Code of the State of Georgia. Tenant hereby agrees that Landlord may file any financing statement or other instrument necessary to perfect the security interest in the Collateral granted to Landlord herein.

**Article 16 - 3. - Guaranty.** The Tenant shall cause the Guarantors to execute the Guaranty attached hereto as **Exhibit - E.**

**Article 17 - Limitation on Liability.**

Tenant agrees to look solely to the interests of Landlord from time to time in the Building, and no judgments against Landlord or Landlord's Agent may be satisfied out of any other assets. Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the above-mentioned parties shall be personally liable for the performance of Landlord's obligations under this Lease.

**Article 18 - Signage.**

Landlord, at Tenant's sole cost and expense, shall install and maintain all letters and numbers on the entrance doors for the Premises, or identifying plaques adjacent to the entrance of the Premises. All signage will be in the form reasonably specified by Landlord. Any sign, lettering, picture, notice or advertisement installed within the Premises which is visible to the public from within the Building shall be installed in such manner, character and style as approved by prior written consent of Landlord. Landlord shall provide, at Tenant's cost, Building standard signage on the lobby directory and, if applicable, on the floor directory.

**Article 19 - Notices.**

All notices, demands or declarations to be given under this Lease shall be in writing and delivered either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, and in each case addressed as set forth in the Schedule for the Tenant and for the Landlord to the attention of Landlord's Agents 1680 Broadway, Macon, GA 31201. Notices, demands, or declarations given under this Lease will be deemed to have been given when received or when receipt is refused or when delivery is first attempted but cannot be made. Either Landlord or Tenant may change the location at which it receives notices to another location within the United States of America upon not less than ten (10) days' notice to the other pursuant to this Article 21.

**Article 20 - Surrender of Premises.**

On the last day of the Term or on any earlier termination, Tenant shall surrender the Premises to Landlord in the same condition as when received, ordinary wear and tear excepted, broom clean and free and clear of debris. Prior to expiration of the Term, Landlord shall advise Tenant which, if any, of Tenant's improvements made to the Premises during the Term must be removed at termination or expiration. Any improvements that Landlord does not require to be removed shall belong to Landlord without compensation, allowance or credit to Tenant, except movable trade fixtures, furnishings and equipment of Tenant which shall be removed by Tenant without defacing the Premises or the Building. Tenant shall repair any damage to the Premises occasioned by the removal of Tenant's trade fixtures, furnishings and equipment. Any and all of Tenant's personal property left behind in the Premises after the end of the Term shall be considered abandoned and Landlord may move, store, retain or dispose of these items at Tenant's cost, including storage fees and Landlord's standard administration fee.

**Article 21 - Holding Over.**

Tenant shall be permitted to hold over and continue to occupy the Premises after the expiration of the Term this Lease for a period of thirty (30) days following expiration (the "Post-Expiration Period") so long as Tenant and Landlord are in good faith negotiations concerning the terms of a new lease and Tenant pays in advance the monthly Rent due Landlord in an amount equalling the monthly rent of the month immediately preceding the expiration of the term. Any holding over after the termination for any reason short of the Term or following the Post-Expiration Period of this Lease shall be construed as a tenancy at sufferance at a rental of two hundred percent (200%) of the Base Rent payable in the month immediately preceding the month in which the expiration or termination occurred, and otherwise in accordance with the terms of this Lease. If Tenant becomes a holdover tenant, Tenant shall indemnify, defend and hold harmless Landlord from and against all claims and damages that Landlord suffers due to Tenant's failure to return possession of the Premises to Landlord at the end of the Term. If Landlord notifies Tenant (which can include verbal notice) that Landlord has entered into a lease or letter of intent with a prospective tenant relating to the Premises and Tenant fails to surrender the Premises on or before the expiration or earlier termination of this Lease, then Tenant shall indemnify Landlord against loss or liability resulting from Tenant's delay in surrendering the Premises, including, without limitation, claims made by any succeeding tenants founded on such delay and any attorneys' fees resulting therefrom. Except as provided herein, Landlord's deposit of Tenant's holdover payment will not constitute Landlord's consent to a holdover, or create or renew any tenancy or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

**Article 22 - Subordination and Attornment.**

Article 22 - 1. - Subordination. At the request of any lender hereafter recording a mortgage against the Building, Tenant shall enter into an agreement reasonably acceptable to Tenant subordinating its interest in the Lease to the mortgage and to any renewals, extensions, modifications or consolidations of such mortgage, and agreeing to attorn to the lender in the event the lender succeeds to the Landlord's interest hereunder. Tenant may condition its agreement to the foregoing on receipt of the lender's

assurance that, provided no Event of Default exists hereunder, Tenant's interest in the Premises shall not be disturbed.

**Article 22 - 2. - Attornment.** If any ground lease is terminated or mortgage presently encumbering the Building is foreclosed or deed in lieu of foreclosure given and the ground Landlord, mortgagee, or purchaser at a foreclosure sale shall thereby become the owner of the Building, Tenant shall attorn to such ground Landlord or mortgagee or purchaser without any deduction or setoff by Tenant, and this Lease shall continue in effect as a direct lease between Tenant and such ground Landlord, mortgagee or purchaser. The ground Landlord or mortgagee or purchaser shall be liable for only those obligations of Landlord accruing after such ground Landlord or mortgagee or purchaser has taken fee title to the Building. At the request of Landlord, ground Landlord, mortgagee or purchaser, Tenant shall execute and deliver to the requesting party any document reasonably requested to evidence Tenant's agreement to attorn.

**Article 23 - Estoppel Certificate.**

Tenant shall, within seven (7) days after receiving a written request from Landlord deliver to Landlord a signed statement: (i) certifying that this Lease is unmodified and in full force and effect, has not been assigned nor the Premises sublet (or, if modified, stating the nature of the modification); (ii) stating the amount of any security deposit; (iii) stating the date to which the Rent and other charges are paid in advance; (iv) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying defaults if any are claimed; (v) including such further matters as may be reasonably requested by Landlord. Prospective purchasers and mortgagees of the Building may conclusively rely on the statement. In the event that Tenant fails to deliver such statement within seven (7) days after Landlord's or the mortgagee's request and because the damages to Landlord in such case cannot be ascertained with any reasonable certainty, Tenant agrees to pay to Landlord as liquidated damages (and in addition to all equitable remedies available to Landlord) an amount equal to One Thousand Dollars (\$1,000.00) per day for each day that Tenant fails to deliver such statement to Landlord.

**Article 24 - Renewal Option.**

The Tenant is hereby granted one (1) five (5) year option to renew the Lease (the "Renewal Option"). If the Tenant desires to exercise the Renewal Option, it shall so notify the Landlord, in writing, not later than the first day of the six (6th) month prior to the then current expiration date of the Term. Such notice shall only be effective if timely delivered and if at the time of delivery no Event of Default exists hereunder. Following its receipt of Tenant's notice of its desire to exercise the Renewal Option, given at the time and in the manner provided above, Landlord shall prepare and transmit to Tenant an appropriate amendment to this Lease extending the Term for five (5) years ("Extended Term") and including the Base Rent for such extension, which shall be the greater of the Base Rent charged in the year the Lease expires and the Market Rate of Base Rent, hereinafter defined, and in either case shall be subject to annual escalations. The "Market Rate of Base Rent" shall mean the base rental rate then being offered by Landlord to other tenants of comparable size and location renewing leases, as determined in Landlord's sole discretion, taking into account any improvement allowances, rent abatement, commissions or other concessions, as reasonably determined by Landlord. All other terms and conditions during the Extended Term shall be the same as those during the Term, except for any tenant improvement allowances, rights of first offer, expansion contraction, termination, renewals, or limitations on taxes and operating expenses. In the event the Tenant shall fail for any reason to execute and deliver the lease amendment within twenty (20) business days of Tenant's receipt of the same, or if an Event of Default exists at the commencement date of the Extended Term, then, at Landlord's election, in either such event Tenant's purported exercise of its Renewal Option shall be of no force or effect and the Renewal Option shall, become null and void. The rights contained in this Article 28 are personal to the Tenant first named in the preamble of this Lease and shall not inure to the benefit of any assignee and it shall be a condition to Tenant's exercise of this Renewal Option that at the time of the exercise of the Renewal Option the Tenant identified in the preamble to this Lease is occupying the Premises and that no part of the Premises has been sublet.

Landlord shall reasonably determine fair market rent which shall be subject to annual market escalations during the Renewal Term. Landlord shall provide reasonable supporting documentation for its determination. Future renewal options beyond the initial Renewal Option will be subject to Landlord's sole judgment and discretion.

**Article 25 - Miscellaneous.**

Article 25 - 1. - Time. Time is of the essence of this Lease.

Article 25 - 2. - Governing Law. This Lease shall be governed in all respects by the laws of the State of Georgia.

Article 25 - 3. - Light and Air. If at any time any windows of the Premises are temporarily darkened or covered over by reason of an improvement work, any of such windows are permanently darkened or covered over due to any Law (defined below) or there is otherwise a diminution of light, air or view by another structure which may hereafter be erected (whether or not by Landlord), Landlord shall not be liable for any damages and Tenant shall not be entitled to any compensation or abatement of any Rent, nor shall the same release Tenant from its obligations hereunder or constitute an actual or constructive eviction.

Article 25 - 4. - Authorization. Tenant and each person executing this document on behalf of Tenant, hereby covenants and warrants that (a) Tenant is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Tenant has and is duly qualified to do business in the State of Georgia, (c) Tenant has full corporate, partnership, trust, association or other appropriate power and authority to enter into this agreement and to perform all Tenant's obligations under this agreement, and (d) each person (and all of the persons if more than one signs) signing this document on behalf of Tenant is duly and validly authorized to do so. Upon Tenant's execution of this Lease and submittal to Landlord for acceptance, Tenant will provide Landlord with appropriate corporation resolutions evidencing such authority.

Article 25 - 5. - Joint and Several Liability. In the event that more than one person or entity executes the Lease as Tenant, they all are jointly and severally liable for all of Tenant's obligations hereunder.

Article 25 - 6. - Force Majeure. If either party shall be delayed in, or prevented from, the performance of any act or service required under this Lease, by reason of strikes, inability to procure materials, failure of power, restrictive Laws, riot, insurrection war, terrorism, or any act of God, or other reasons of a similar or dissimilar nature which are beyond the reasonable control of the party ("Force Majeure Events"), then the performance of any such act or service shall be excused for the period of the resulting delay. Notwithstanding the foregoing, this paragraph shall not be applied so as to excuse or delay (a) payment of any monies from one party to the other, including Rent, or (b) performance of obligations which can be cured by the payment of monies.

Article 25 - 7. - No Representations. Except as expressly set forth herein, Landlord and Landlord's Agent have made no warranties, representations, statements or promises with respect to the Building or the Premises and no rights, easements or licenses are acquired by Tenant by implication or otherwise. Tenant is entering into this Lease after full investigation and is not relying upon any statement or representation made by Landlord not embodied in this Lease.

Article 25 - 8. - No Money Damages. Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant shall not make or exercise, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim or defense) and/or any right to terminate this Lease based upon Tenant's claim or assertion



that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event shall Landlord be liable for, and Tenant, on behalf of itself and all other Tenant Parties, hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease.

**Article 25 - 9. - Reasonable Efforts.** For purposes of this Lease Landlord's obligation to use reasonable efforts shall not include an obligation to employ contractors or labor at overtime or other premium pay rates or to incur any other overtime costs or additional expenses whatsoever.

**Article 25 - 10. - Application of Payments.** Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) to satisfy any obligations of Tenant hereunder, in such order and amounts, as Landlord in its sole discretion, may elect.

**Article 25 - 11. - Definition of Landlord.** The term "Landlord" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Premises. All indemnities of Tenant contained herein which inure to the benefit of Landlord shall be construed to also inure to the benefit of Landlord's members, officers and directors if Landlord is a corporation or limited liability company, any current or future mortgagees of the Building, and the successors and assigns of any of the foregoing.

**Article 25 - 12. - Only Landlord/Tenant Relationship.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

**Article 25 - 13. - Covenants and Conditions.** All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions," if Landlord so elects, as well as "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate instance.

**Article 25 - 14. - Modification of Lease.** If any lender requires, as a condition to its lending funds the repayment of which is to be secured by a mortgage on the Building, modifications to this Lease, which modifications will not require Tenant to pay any additional amounts or otherwise change the rights or obligations of Tenant hereunder, Tenant shall, upon Landlord's request, execute appropriate instruments effecting such modifications.

**Article 25 - 15. - Counterparts.** This Lease may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

**Article 25 - 16. - Landlord's Title.** Nothing herein contained shall empower Tenant to commit or engage in any act which can, shall or may encumber the estate or title of Landlord.

**Article 25 - 17. - Prohibition Against Recording.** Neither this Lease, nor any subordination agreement, any memorandum, affidavit or other writing or agreement with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and any recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

**Article 25 - 18. - Certain Interpretational Rules.** For purposes of this Lease, whenever the words "include", "includes", or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the

plural, the masculine shall be construed as the feminine and/or the neuter and vice versa. This Lease shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

Article 25 - 19. - Parties Bound. The terms, covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, to their respective legal representatives, successors, and assigns.

Article 25 - 20. - Landlord's Agent. Tenant further expressly understands and agrees that if any instrument involving the Building is executed by Landlord's Agent on behalf of Landlord, then Landlord's Agent executes such instrument, not in its own right but solely as Landlord's Agent and that nothing in this Lease shall be construed as creating any liability whatsoever against such Landlord's Agent, its owners, direct and remote, and their respective directors, officers or employees and in particular, without limiting the generality of the foregoing, there shall be no liability of Landlord's Agent to pay any indebtedness or sum accruing thereunder, or to perform any covenant or agreement whether expressed or implied therein contained, it being agreed that Landlord shall have sole responsibility therefor.

Article 25 - 21. - Expenses of Enforcement. Tenant shall pay upon demand all Landlord's reasonable costs, charges and expenses including the reasonable fees and out of pocket expenses of counsel, agents and others retained by Landlord incurred in enforcing Tenant's obligations hereunder. If either Landlord or Tenant commences any litigation or judicial action to determine or enforce any of the provisions of this Lease, the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including, but not limited to, reasonable attorneys' fees, costs and expenditures) from the non-prevailing party.

Article 25 - 22. - Lease Contains All Terms. All of the agreements, representations and obligations of Landlord and Tenant are contained herein, with respect to the subject matter herein and all prior negotiations and agreements, written or verbal, with respect to the subject matter are merged into and incorporated in this Lease. No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the Landlord or Tenant unless in writing signed by such party or by a duly authorized agent of such party empowered by a written authority signed by such party.

Article 25 - 23. - Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under Laws, then it is the intention of the parties that the remaining provisions of this Lease shall continue in full force and effect.

Article 25 - 24. - Nonwaiver. No waiver of any provision of this Lease shall be implied by any failure of either Landlord or Tenant to enforce any remedy on account of the violation of such provisions, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

Article 25 - 25. - No Offer. Submission of this Lease by Landlord to Tenant is not an offer to enter into this Lease but rather is a solicitation for such an offer from Tenant. Landlord shall not be bound by this Lease until Landlord has executed and delivered the same to Tenant.

**Article 26 - Lease Disputes.**

Article 26 - 1. - Jurisdiction. Tenant agrees that all disputes arising, directly or indirectly, out of or relating to this Lease, and all actions to enforce this Lease, shall be dealt with and adjudicated in the Macon-Bibb County Superior Court of the State of Georgia and for that purpose hereby expressly and irrevocably submits itself to the jurisdiction of such courts. Tenant agrees that so far as is permitted under applicable Law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Lease, or as otherwise permitted by Law, shall be necessary in order to confer jurisdiction upon it in any such court.

Article 26 - 2. - Waiver of Jury Demand. LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT LANDLORD OR TENANT MAY INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE OR THE LEASED PREMISES.

Article 26 - 3. - Waiver of Immunity. To the extent that Tenant has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Tenant irrevocably waives such immunity in respect of its obligations under this Lease.

**Article 27 - Covenant of Quiet Enjoyment.**

So long as Tenant is not in default under this Lease, Tenant's peaceful and quiet possession of the Premises during the Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

**Article 28 - Third Party Disclosure.**

Article 28 - 1. - Confidential Information. Each party shall keep confidential the economic terms of this Lease and the trade secrets used by the other party in carrying on business and obtained from the other party pursuant to or in connection with this Lease (collectively, "Confidential Information"). In order to protect Landlord's rights and interests hereunder, Tenant may only disclose Confidential Information to those of its personnel who require such Confidential Information for the purpose of this Lease. In order to protect Tenant's rights and interests hereunder, Landlord may only disclose Confidential Information to those of its personnel who require such Confidential Information for the purpose of this Lease. Each party shall take the same care to avoid disclosing Confidential Information to any third party as the receiving party takes with similar information of its own which it does not wish so to disclose. Both parties shall be permitted to disclose Confidential Information to their respective professional advisers, agents or representatives, including their respective attorneys, brokers, consultants and accountants (including those who are assisting them in connection with this Lease) and Landlord shall be permitted to disclose Confidential Information to current and prospective lenders and purchasers and to taxing authorities in connection with any challenge, contest or appeal of taxes.

Article 28 - 2. - Press Releases. No press release or public announcement relating to this Lease or the subject matter of it shall be made or sent by either of the parties without the prior written approval of the other party, that approval not to be unreasonably withheld or delayed. Tenant agrees to keep the terms of this Lease strictly confidential and shall not, without Landlord's written consent, disclose any portion of this Lease to any person. It is agreed, without prejudice to any rights and remedies otherwise available, Landlord shall be entitled to equitable relief by way of injunction if Tenant breaches this confidentiality provision and to compel specific performance in each case without the need for proof of actual damages.

**Article 29 - USA Patriot Act and Prohibited Persons.**

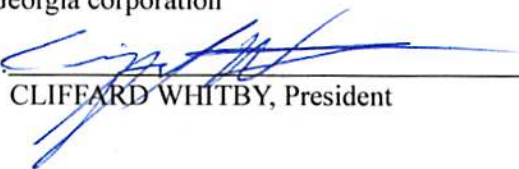
Tenant represents and warrants to Landlord that (a) Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control (the "OFAC") of the Department of the Treasury (including those named on the OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order No. 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism (the "Executive Order")), or other governmental action relating thereto; and (b) Tenant is not, and will not be, a person with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA Patriot Act), H.R. 3152, Public Law 107-56 and the Executive Order and regulations promulgated thereunder and including persons and entities named on the OFAC Specially Designated Nations and Blocked Persons List.

[Signature page follows this page]

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date(s) shown below.

Landlord:

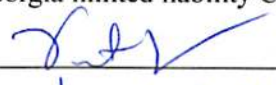
**WHITBY, INC.**  
a Georgia corporation

By:   
CLIFFEARD WHITBY, President

Date: 07/17/19

Tenant:

**EISZNER & KELLY RESTAURANTS L.L.C.**  
a Georgia limited liability Company

By:   
Name: Vincent Kelly

Date: 07/17/19

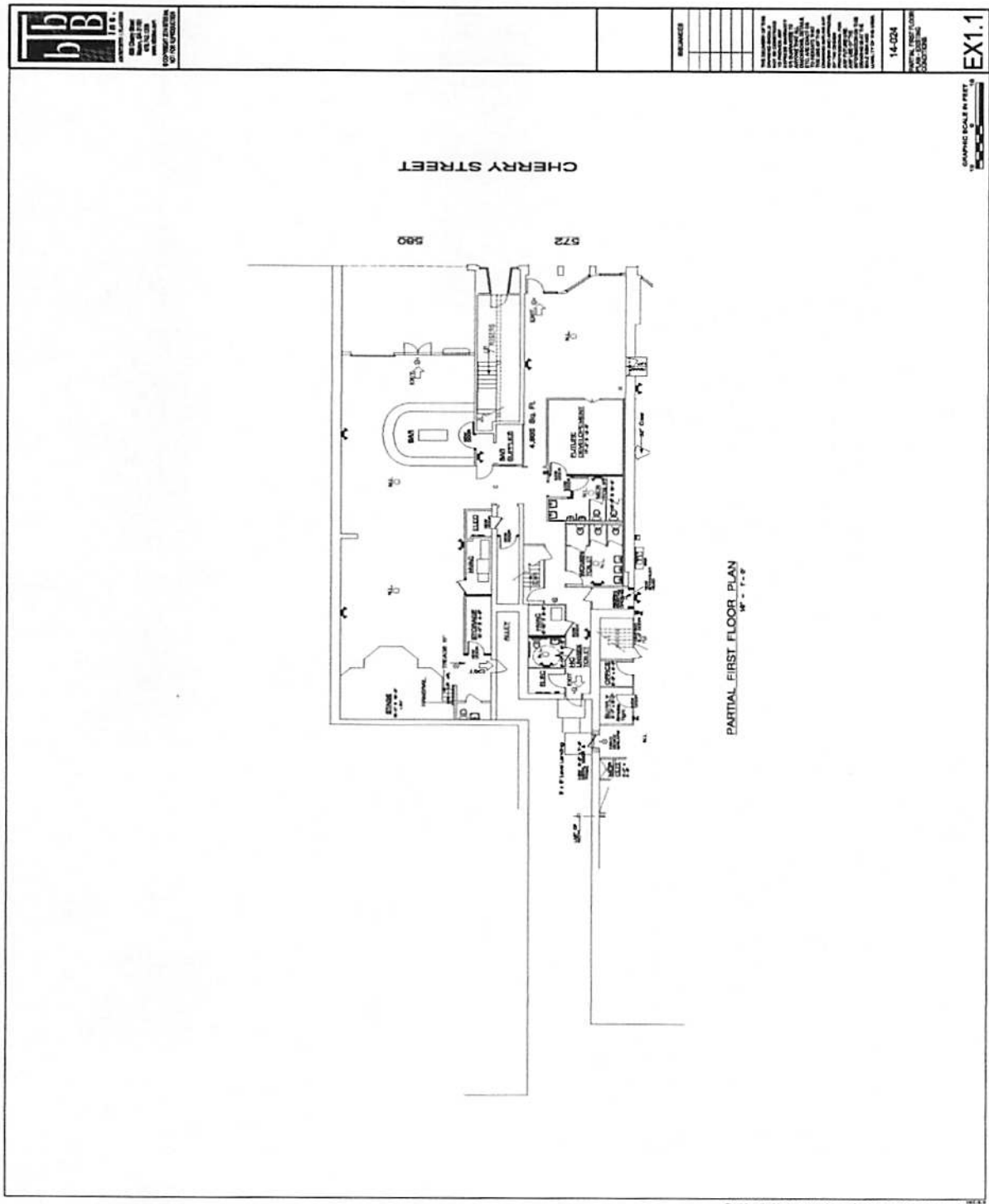
Its: \_\_\_\_\_

By:   
Name: Christine Lee

Its: \_\_\_\_\_

Date: 07/17/19

**EXHIBIT A**





**EXHIBIT B**

**FORM DECLARATION OF COMMENCEMENT DATE**

**This Declaration of Commencement Date** is made as of November 1, 2019, by WHITBY, INC. ("Landlord"), and EISZNER & KELLY RESTAURANTS L.L.C. ("Tenant"), who agree as follows:

1. Landlord and Tenant entered into a Restaurant Lease dated July 17, 2019 (the "Lease"), in which Landlord leased to Tenant and Tenant leased from Landlord certain Premises described therein and located in the building known as 580 Cherry Street, Macon, Georgia in Macon-Bibb County. All capitalized terms herein are as defined in the Lease.

2. Pursuant to the Lease, Landlord and Tenant hereby confirm the following matters as of the Commencement of the Term:

- a. The Commencement Date of the Lease is November 1, 2019; and
- b. The Rent Commencement Date of the Lease is November 1, 2019; and
- c. The first Lease Year is the period November 1, 2019 to October 31, 2024; and
- d. The Term shall expire (unless the Lease is extended or sooner terminated in accordance with the provisions thereof) on October 31, 2024.

**LANDLORD:**

**WHITBY, INC.**

By: [Signature]  
**TENANT:**

Date: 07/17/19

**EISZNER & KELLY RESTAURANTS L.L.C.**

By: [Signature]  
Name: Vincent Kelly

Date: 07/17/19

By: [Signature]  
Name: Christine Lee

Date: 07/17/19

**EXHIBIT C****FORM OF GUARANTY****GUARANTY OF CHRISSY LYNN-LEE**

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned **CHRISSY LYNN-LEE** and **VINCENT KELLY** (each jointly and severally, the "**Guarantor**") hereby unconditionally and absolutely guarantees to Whitby, Inc. ("**Landlord**") the full and prompt payment and performance of the following (collectively, the "**Guaranteed Obligations**") (a) payment of other sums and charges payable by **Eisner & Kelly Restaurants L.L.C.** (the "**Company**"), its successors and assigns, under the Lease executed between Landlord and the Tenant dated July 17, 2019 (the "**Lease**") (to include, without limitation, any amounts arising from the Tenant's indemnity obligations thereunder); (b) all covenants, terms, conditions, agreement and obligations of every kind and character, whether now existing or hereafter arising, of the Tenant, its successors and assigns, to Landlord, which exist by reason of the Lease; (c) any and all reasonable costs, attorneys' fees, and expenses suffered by Landlord by reason of the Tenant's default in performance of any of the foregoing obligations; and (d) any renewal or extension of the obligations, costs, or expenses described in (a) through (c) preceding, or any part thereof.

This instrument shall be an absolute, irrevocable and unconditional guaranty of the Guaranteed Obligations. The rights of Landlord hereunder shall be cumulative of any and all other rights that Landlord may ever have against the Guarantor. The exercise by Landlord of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.

In the event of default by the Tenant in the payment or performance of the Guaranteed Obligations, or any part thereof, when such payment or performance becomes due, Guarantor shall, on demand and without further notice of dishonor, without any notice having been given to Guarantor previous to such demand of the acceptance by Landlord of this Guaranty and without any notice having been given to Guarantor previous to such demand of the creating or incurring of such obligations, perform or cause the performance of the obligations for the benefit of Landlord, and it shall not be necessary for Landlord, in order to enforce such payment or performance by Guarantor, first to pursue or institute suit or exhaust its remedies against Company or others liable on such obligations, or to enforce its rights under the Lease or against any security which shall ever have been given to secure such indebtedness.

Guarantor hereby agrees that this Guaranty is a continuing guaranty and its obligations under the terms of this Guaranty shall not be released, diminished, impaired, reduced, or affected for any reason or by any occurrence, including without limitation any of the following events: (a) any amendment or termination of the Agreement or the taking or accepting of any other security or guaranty for any or all of the Guaranteed Obligations; (b) any release, surrender, exchange, subordination, or loss of any security at any time existing in connection with any or all of the Guaranteed Obligations; (c) any partial release of the liability of Guarantor hereunder, or, if there is more than one person and/or entity signing this guaranty, the release of any one or more of them, hereunder; (d) the insolvency, bankruptcy, or lack of corporate power of Company, or any party at any time liable for the performance of any or all of the Guaranteed Obligations, whether now existing or hereafter occurring; or a rejection of the Lease in a bankruptcy proceeding involving Landlord or Company; (e) any renewal, amendment, extension, and/or rearrangement of the performance of any or all of the Guaranteed Obligations, or any sublease or assignment of any or all of the Project (whether approved or consented to by Landlord or not), or any adjustment, indulgence, forbearance, or compromise that may be granted or given by Landlord to Company or Guarantor; (f) any neglect, delay, omission, failure, or refusal of Landlord to take or prosecute any action for the performance of any of the Guaranteed Obligations; (g) any failure of Landlord to notify Guarantor of any renewal, extension, or assignment of the Guaranteed Obligations or any part thereof, or the release of any security or of any other action taken or refrained from being taken



by Landlord against Company or any new agreement between Landlord and Company, it being understood that Landlord shall not be required to give Guarantor any notice of any kind under any circumstances whatsoever with respect to or in connection with the Guaranteed Obligations except duplicate notices of any Event of Default under the Lease; (h) the unenforceability of all or any part of the Guaranteed Obligations against Company by reason of the act of creating the Guaranteed Indebtedness, or any part thereof, is *ultra vires*, or the officers creating same acted in excess of their authority; (i) any payment by Company to Landlord is held to constitute a preference under the bankruptcy laws or if for any other reason Landlord is required to refund such payment or pay the amount thereof to someone else; or (j) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Landlord, or any assignee of Landlord, or any action with respect to the Agreement which may be taken by any trustee or receiver of Landlord or any assignee of Landlord, in any such proceedings or by any court in any such proceeding.

This Guaranty shall be subject to provisions of the Lease governing choice of law and venue (as well as the exclusive jurisdiction of the Courts specified therein), and Guarantor hereby agrees and subjects itself to the provisions contained therein as if it were the Tenant; said provisions being incorporated herein for all purposes.

Dated this 17 day of July, 2019.

Chrissy Lynn-Lee  
**CHRISSY LYNN-LEE, Guarantor**

Signed, sealed and delivered  
in the presence of:

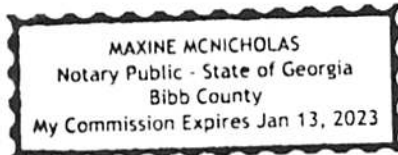
Unofficial Witness

Maxine McNicholas

Notary Public

My Commission Expires:

[notary seal]



Vincent Kelly  
**VINCENT KELLY, Guarantor**

Signed, sealed and delivered  
in the presence of:

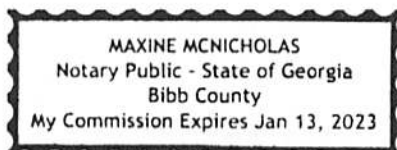
Unofficial Witness

Maxine McNicholas

Notary Public

My Commission Expires:

[notary seal]



Type: GEORGIA LAND RECORDS  
Recorded: 6/18/2021 1:24:00 PM  
Fee Amt: \$525.00 Page 1 of 3  
Transfer Tax: \$500.00  
Bibb County Superior Court  
Erica Woodford Clerk

Prepared by and Return to:  
CHOICE TITLE COMPANY, Inc.  
7703 Nashville Street  
Ringgold, GA 30736  
(706) 937-6136  
File No. 11764-21-GA

Participant ID: 8516120164

BK 10902 PG 74 - 76

FILED  
CLERK'S OFFICE  
2021 MAY 24 PM 12: 29  
ERICA WOODFORD, CLERK  
SUPERIOR COURT  
BIBB COUNTY GEORGIA

WARRANTY DEED

THIS INDENTURE, made between Whitby, Inc., a Georgia Corporation, hereinafter collectively called Grantor, and 580 Cherry LLC, a Georgia Limited Liability Company, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid at and before the sealing and delivery of these presents and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, align, convey and consign unto the Grantee, the following described real estate:

All that tract or parcel of land lying and being in the City of Macon, Bibb County, Georgia, being 580 Cherry, as shown on a plat of survey entitled "ALTA/ACSM Land Title Survey of 552, 566, 562 & 580 Cherry Street", prepared by Wellston Associates Land Surveyors, LLC, certified by Spencer H. Johnson, Georgia Registered Land Surveyor No. 3171, dated 6/4/2014, recorded in Plat Book 93, Pages 731-732, which plat is by reference incorporated herein and made a part hereof.

Property known as 580 Cherry Street, Macon, GA 31201  
Map Parcel # R073-0446

For prior title, see deed recorded in Deed Book 9346, Page 229, Bibb County Deed records.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Any governmental zoning and subdivision ordinances or regulations in effect thereon.

All applicable conditions, restrictions, reservations, easements, etc. as shown on recorded plat.

All matters as shown or stipulated on recorded plat.

The accuracy of the Index Book of the said Clerk's Office; and any other matters which an accurate survey of the Property might disclose.

Party Wall Agreement recorded in Book 478, Page 23, aforesaid records.

Deed to Macon-Bibb County Urban Development Authority recorded in Deed Book 1439, Page 446, aforesaid records.

Deed from Macon-Bibb County Urban Development Authority to Cherry Street Partners, LTD recorded in Book 1447, Page 609. aforesaid records.

Covenants contained in Limited Warranty Deed between Urban Development Concepts, LLC dated June 25, 2014 and recorded in Deed Book 9284, Page 245 and as Amended to Deed Covenants recorded in Book 9346, Page 233, aforesaid records.

Easement in favor of the Macon-Bibb County Urban Development Authority, recorded in Book 7748, Page 365, aforesaid records.

Quitclaim Deed (Easement) to Lamar Management Group, LLC recorded in Book 9335, Page 320, aforesaid records.

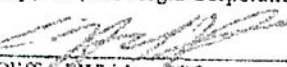
Matters appearing on Plat recorded in Plat Book 1, Page 181; and Plat Book 93, Pages 731-732, Bibb County, Georgia, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, ancestry, or source of income, as set forth in applicable state of federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

TOGETHER WITH any and all the rights, privileges, easements, improvements and appurtenances to the same belonging.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee forever in fee simple.

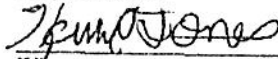
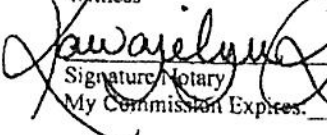
AND THE GRANTOR will warrant and forever defend the right and title to the above-described property unto the Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the 17<sup>th</sup> day of May, 2021.

Whitby, Inc., a Georgia Corporation  
By:  (SEAL)  
Clifford Whitby, CEO

STATE OF GEORGIA  
COUNTY OF CATOOSA

Signed, sealed and delivered in the presence of:

  
Witness  
  
Signature Notary  
My Commission Expires: 



## Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

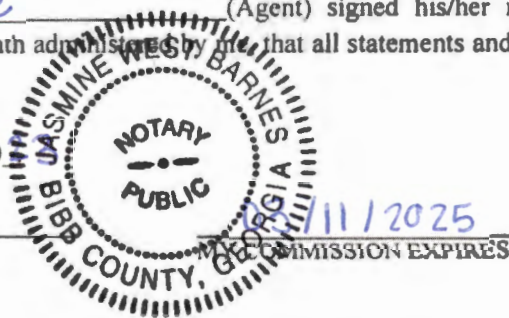
Agent's Signature: *Christine Lee* Date: 9/11/2023

Business Name Eiszner & Kelly Restaurants LLC

I hereby certify that Christine Lee (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 11 day of Sept., 20

Jasmine W. Barnes  
NOTARY PUBLIC



## Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If different from Agent)

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

I hereby certify that \_\_\_\_\_ (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION EXPIRES

|                                                        |
|--------------------------------------------------------|
| <b>PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM</b> |
|--------------------------------------------------------|

**Business Name:** Eisner & Kelly Restaurants LLC (Parish on Cherry)

**Business Address:** 580 Cherry St Macon Ga 31201

**Instructions:**

*This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.*

*If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.*

*If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.*

**Definitions:**

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.



- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as “dollar stores,” “99 cent stores,” “five dollar stores,” “discount stores,” or “variety stores.” Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:  
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

  
Applicant/Agent Signature

8/30/23  
Date

|                                                |
|------------------------------------------------|
| <b>SECURITY CAMERA COMPLIANCE VERIFICATION</b> |
|------------------------------------------------|

**Instructions:**

*This form must be completed for each new license application for locations selling alcohol **by the package to go or operating as a bar or nightclub.***

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
  - Directly or indirectly charges patrons for admission;
  - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
  - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
  - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
  - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

*If you are selling alcohol by the package to go or operating a bar or nightclub you must:*

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

***If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for “Exempt” and sign at the bottom.***

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance

Security Camera Compliance Verification Form  
Rev. March 2021  
Page 1 of 2



- thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.
3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
    - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
    - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
    - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
  4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
  5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
  6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

**Business Name:** Eisner & Kelly Restaurants LLC (parish on cherry)

**Business Address:** 580 Cherry St Macon Ga 31201

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

Code Enforcement Department Designee

Date

☒ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

  
Applicant/Agent Signature

8/29/23  
Date

## Applicant Privacy Rights Notification Signature Form

### Applicant Notification and Record Challenge:

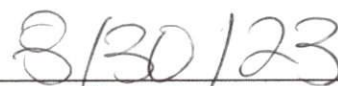
Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature

Print Name



Date



## Alcohol License Questionnaire

Name of Business: Eiszner Kelly Restaurants LLC (Parish on Cherry)Owner's Name: CHRISTINE LEEAddress: 580 Cherry St Macon Ga 312011. Do you own or are you leasing your business location? ☐ Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ \_\_\_\_\_

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below

No Relation4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ NoCHRISTINE LEE

Printed Name of person completing form

Signature of person completing form

8/30/23

Date



|                                                                   |
|-------------------------------------------------------------------|
| <b>ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM</b> |
|-------------------------------------------------------------------|

**Instructions:**

*This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.*

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

**NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.**

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

*If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.*

**Business Name:** Eisner & Kelly Restaurants LLC (Parish on Cherry)

**Business Address:** 580 Cherry St Macon Ga 31201

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

Charles Kelly  
Applicant/Agent Signature

8/30/23  
Date



|                                                     |
|-----------------------------------------------------|
| <b>ARMED SECURITY PERSONNEL IDENTIFICATION FORM</b> |
|-----------------------------------------------------|

**Instructions:**

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

**IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.**

|    |      |               |                                   |
|----|------|---------------|-----------------------------------|
| 1. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 2. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 3. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 4. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 5. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 6. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 7. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 8. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 9. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |

# Macon-Bibb County

## Certificate of Good Standing

1. Name and Title of the applicant: Eisner & Kelly Restaurants LLC (Parish on Cherry)  
 2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> Other: _____               |                                                               |

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

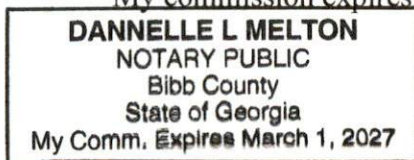
*Christine Lee*  
 Print and Sign Name

Sworn to and subscribed before me this

31<sup>st</sup> day of August, 2023

*Dannelle L Melton*  
 Notary Public

My commission expires:



# Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: CHRISTINE LEE - Owner of business
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> Other: _____               |                                                               |

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

  
Print and Sign Name

Sworn to and subscribed before me this  
31<sup>st</sup> day of August, 2023

  
Notary Public

My commission expires  
**DANNELLE L. MELTON**

NOTARY PUBLIC  
Bibb County  
State of Georgia  
My Comm. Expires March 1, 2027



Property owner

# Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: EISZNER & Kelly Restaurants LLC "Parish on Cherry"
2. Name of the subject of this Certificate, if different from the applicant:  
580 Cherry LLC
3. Benefit or privilege for which the applicant is applying (mark one):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plot Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> Other: _____               |                                                               |

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- NA

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Print and Sign Name

Larry Kite  
580 Cherry St.

Sworn to and subscribed before me this  
1st day of Sept, 2023

Notary Public

My commission expires



Page 2 of 2

Rev. April 2022  
See C-22-0011



Tax Commissioner's Office  
 188 Third Street, Macon, Georgia 31201  
 Mail to: Tax Commissioner's Office PO Box 4503  
 Macon, GA 31208-4503

## OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Christine Lee - Fingerprints Completed: 09/15/2023

Business Name: Eiszner & Kelly Restaurants LLC dba Parish on Cherry Street

Business Address: 580 Cherry Street, Macon, GA 31201

### DocuSigned by:

After investigation, I recommend that the license requested herein be:

Granted

Sheriff, Macon-Bibb County, Georgia

Date

9/20/2023

Denied

Sheriff, Macon-Bibb County, Georgia

Date

After investigation, I recommend that the license requested herein be:

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

After investigation, I recommend that the license requested herein be:

Granted



Clerk of the Macon-Bibb County Commission, Georgia

Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia

Date





**Tax Commissioner's Office**  
**188 Third Street**  
**Macon, GA 31201**

## **Review Form**

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 10/5/2023 (Date) <sup>DS</sup>  
SD (Initials)

### **Comments**

Reviewed by legal. Recommend approval.

### **Initials**

<sup>DS</sup>  
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE OCTOBER 17, 2023 PRE-COMMISSION AGENDA



**Tax Commissioner's Office**  
**188 Third Street, Macon, Georgia 31201**  
**Mail to: Tax Commissioner's Office PO Box 4503**  
**Macon, GA 31208-4503**

**License Fees are Prorated by Month that Completed Application is Submitted**

| <b>2021 LICENSE FEES (Check All That Apply)</b>                            |                |                                                  |                |                                                               |                |
|----------------------------------------------------------------------------|----------------|--------------------------------------------------|----------------|---------------------------------------------------------------|----------------|
| <input type="checkbox"/> *Distilled Spirits Packaged to Go                 | <b>\$2,900</b> | <input type="checkbox"/> *Malt Packaged to Go    | <b>\$800</b>   | <input type="checkbox"/> Wine Packaged to Go                  | <b>\$700</b>   |
| <input checked="" type="checkbox"/> *Distilled Spirits C.O.P.              | <b>\$2,900</b> | <input checked="" type="checkbox"/> *Malt C.O.P. | <b>\$800</b>   | <input checked="" type="checkbox"/> Wine *C.O.P.              | <b>\$700</b>   |
| <input type="checkbox"/> *Distilled Spirits Wholesaler                     | <b>\$3,600</b> | <input type="checkbox"/> *Malt Wholesaler        | <b>\$1,000</b> | <input type="checkbox"/> Wine Wholesaler                      | <b>\$800</b>   |
| <input type="checkbox"/> *Distilled Spirits Manufacturers                  | <b>\$4,300</b> | <input type="checkbox"/> *Malt Manufacturer      | <b>\$2,500</b> | <input type="checkbox"/> Wine Manufacturer                    | <b>\$1,700</b> |
| <input type="checkbox"/> Brewpub                                           | <b>\$2,500</b> | <input type="checkbox"/> Out-of-Town Wholesaler  | <b>\$100</b>   | <input type="checkbox"/> Brown Bag                            | <b>\$300</b>   |
| <input type="checkbox"/> Malt Beverage Taproom                             | <b>\$2,500</b> | <input type="checkbox"/> Cocktail Room           | <b>\$2,500</b> | <input checked="" type="checkbox"/> Alcohol Beverage Caterer  | <b>\$600</b>   |
|                                                                            |                |                                                  |                | <input checked="" type="checkbox"/> Temporary Alcohol License | <b>\$100</b>   |
| Please check here if you are applying for a Business Continuation License. |                |                                                  |                |                                                               |                |
| Business Continuation License <b>25% of applicable licensing fees</b>      |                |                                                  |                |                                                               |                |
| *Distilled Spirits (Liquor)                                                |                | *Malt (Beer)                                     |                | *C.O.P. (Consumed on Premises)                                |                |

**A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.**

\$ 1,100.00 Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ 1,500.00  
 Temp 100.00  
1,600.00

**Agent Information**

1. Agent/Owner(s) must complete and sign the History Record Information Consent Form
2. Provide an Unexpired Identification Card Issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit

**Location/Business Information**

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper
7. If any business entity other than Sole Ownership...Must submit copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof on Nonprofit Status
9. Planning and Zoning Compliance form
10. Original Affidavit from the Macon-Bibb County Engineer's Department
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

**Business Continuation**

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Rev.07/2021

Select One: ☐ New Business☐ Change of location☐ Change of Business**BUSINESS**

Federal Tax ID #: 873387452 State Tax ID #: 20275735285  
Business Name: Four Thirty Bar and Grill Corporate and Trade Name: Four Thirty Bar and Grill LLC  
Local Business Address: 440 MLK JR BLVD Suite 103  
(P.O. Box Not Allowed) City State Zip  
Mailing Address: SAME  
(P.O. Box Not Allowed) City State Zip  
Local Business Phone #: 478 259-1106 Email Address: shayduffy1@icloud.com  
Contact Person: Jacarah Duffy Contact Phone #: 478 245-2063

**AGENT**

Agent's Name: Jacarah Duffy Agent's Title: Owner  
Date of Birth:  Social Security Number: 

**INDIVIDUAL/OWNER INFORMATION**

Will the Agent named above also serve as the Applicant of this license? ☐ Yes ☐ No If no, complete the following:

Owner/Individual's Name: Jacarah Duffy Title: Owner

Rev. 10/2021



## Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the **Bibb County Sheriff's Office** to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

|                    |                            |
|--------------------|----------------------------|
| Full Name (print): | <u>Jacarah Junsha Duff</u> |
|                    |                            |



This authorization is valid for 90/180/\_\_\_\_\_ (circle one) days from date of signature.



I, Jacarah Duff, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Jacarah Duff  
Signature

08-29-2023  
Date

**\*\*\*Include a copy of your valid State/Government issued identification\*\*\***

Date of Inquiry: \_\_\_\_\_ Time of Inquiry: \_\_\_\_\_ Operator's Initials: \_\_\_\_\_

Purpose Code used: (check one)

|                          |                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Employment (E)</b> – Provides <i>Georgia</i> Criminal History Record Information                        |
| <input type="checkbox"/> | <b>Employment with Mentally Disabled (M)</b> – Provides <i>Georgia</i> Criminal History Record Information |
| <input type="checkbox"/> | <b>Employment with Elder Care (N)</b> - Provides <i>Georgia</i> Criminal History Record Information        |
| <input type="checkbox"/> | <b>Employment with Children (W)</b> - Provides <i>Georgia</i> Criminal History Record Information          |
| <input type="checkbox"/> | <b>Public Records (P)</b> – Provides <i>Georgia Felony Convictions</i> Only                                |

The inquiry resulted in the following: (check all that apply)

|                          |                                    |
|--------------------------|------------------------------------|
| <input type="checkbox"/> | No Georgia CHRI results available. |
| <input type="checkbox"/> | Georgia CHRI attached/released     |

|                          |                                                          |
|--------------------------|----------------------------------------------------------|
| <input type="checkbox"/> | No NCIC/GCIC Warrant results available.                  |
| <input type="checkbox"/> | Possible NCIC/GCIC Warrant. Contact Agency listed below. |
| Wanting Agency Name:     |                                                          |
| Agency Telephone:        |                                                          |

\_\_\_\_\_  
Agency Designee Signature and Title

\_\_\_\_\_  
Date

**MACON-BIBB COUNTY, GEORGIA**  
**(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS**  
**O.C.G.A. § 50-36-1 (e) (2) Affidavit**

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current Immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application.  
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

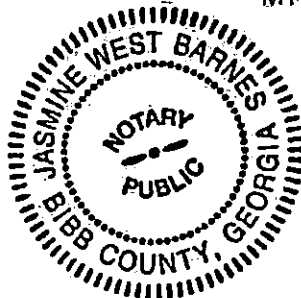
Business Name: Four Thirty Bar and Grill  
Printed Name of Applicant: Jacarah Duffy  
\*Signature of Applicant: Jacarah Duffy Jacarah Duffy

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 30 DAY OF August, 2023.

Jasmine Barnes  
NOTARY PUBLIC

03/11/2025  
MY COMMISSION EXPIRES





**MEASUREMENT FORM****Retail Sales of Distilled Spirits for Consumption on the Premises  
Macon-Bibb County Code Chapter 4, Alcoholic Beverages**

**APPLICANT:** JACARAH DUFFY  
**PROPOSED LICENSE:** BEER, WINE, LIQUOR CONSUMED ON PREMISES  
**BUSINESS LOCATION:** 440 MLK BLVD. SUITE 103  
**BUSINESS NAME:** FOUR THIRTY BAR AND GRILL

**To Be Completed by County Engineer**

1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

X Comply \_\_\_ Does not comply

*Licenses for a private club or for a bona fide restaurant, hotel or motel or other bona fide food service establishment is exempt.*

2. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

\_\_\_ Yes \_\_\_ No X Not Applicable

By:



F. Charles Brooks - Macon-Bibb County Engineer

Date:

1 August 2023

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office

CONSUMPTION ON PREMISES

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

Four Thirty Bar and Grill

440 MLK Blvd., suite 103

4,100' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Hwy.

4,700' — MHA housing unit property line

OK.

Paul A. Hornowski

November 9, 2021



Beaufort Gazette  
Belleville News-Democrat  
Bellingham Herald  
Bradenton Herald  
Centre Daily Times  
Charlotte Observer  
Columbus Ledger-Enquirer  
Fresno Bee

The Herald - Rock Hill  
Herald Sun - Durham  
Idaho Statesman  
Island Packet  
Kansas City Star  
Lexington Herald-Leader  
Merced Sun-Star  
Miami Herald

el Nuevo Herald - Miami  
Modesto Bee  
Raleigh News & Observer  
The Olympian  
Sacramento Bee  
Fort Worth Star-Telegram  
The State - Columbia  
Sun Herald - Biloxi

Sun News - Myrtle Beach  
The News Tribune Tacoma  
The Telegraph - Macon  
San Luis Obispo Tribune  
Tri-City Herald  
Wichita Eagle

## AFFIDAVIT OF PUBLICATION

| Account# | Order Number | Identification                          | Order PO | Amount  | Cols | Depth |
|----------|--------------|-----------------------------------------|----------|---------|------|-------|
| 77855    | 451372       | Print Legal Ad-IPL01339220 - IPL0133922 |          | \$46.36 | 1    | 32L   |

Attention: JaCarah Duffy

JaCarah Duffy  
440 MLK BLVD SUITE 103  
SUITE 103  
MACON, GA 31201  
shayduffy1@icloud.com

### NOTICE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-  
QUEST FOR BEER, WINE, LIQUOR On  
Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 10th day of August, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **Four thirty Bar and Grill** 440 MLK Blvd Suite 103 Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This 3rd day of August, 2023. JaCarah Duffy, Applicant  
IPL0133922  
Aug 3, 10 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:  
08/03/23, 08/10/23

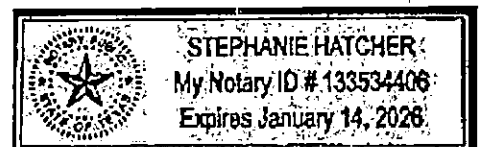
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

*Willmenta Serrano*

Sworn to and subscribed before me this 10th day of August in the year of 2023

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!



MACON-BIBB COUNTY  
Planning & Zoning

Macon-Bibb Planning & Zoning Commission  
Terminal Station | 200 Cherry Street, Suite 301  
Macon, Georgia 31201 | MBPZ.org

## Zoning Compliance

|                          |                                             |                  |                                 |
|--------------------------|---------------------------------------------|------------------|---------------------------------|
| PERMIT NO:               | 2022-0152 PERMIT TYPE: PU                   | DATE OF ISSUE:   | 02/07/2022                      |
| ISSUED TO NAME:          | Jacarah Duffy, Four Thirty Bar and Grill    |                  |                                 |
| OWNER'S NAME:            | AJMD MACON LLC                              |                  |                                 |
| PROPOSED USE:            | Commercial, Industrial or Institutional Use |                  |                                 |
| ADDRESS OF PROPOSED USE: | 440 MARTIN LUTHER KING JR BLVD ste 103      |                  |                                 |
| NEW CONSTRUCTION:        | No                                          |                  |                                 |
| STRUCTURE TYPE:          | Existing,                                   |                  |                                 |
| MAP/PARCEL:              | R073-0320                                   | ZONING DISTRICT: | CBD-1—Central Business District |

### PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a restaurant with alcohol consumed on premises in an existing multi-tenant commercial building. No live entertainment authorized by this permit. No outside storage or sales authorized. No signage authorized by this permit; signage shall require separate zoning permit. Subject to requirements of the Macon-Bibb License Office and all other applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 08/07/2022 THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff

### NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

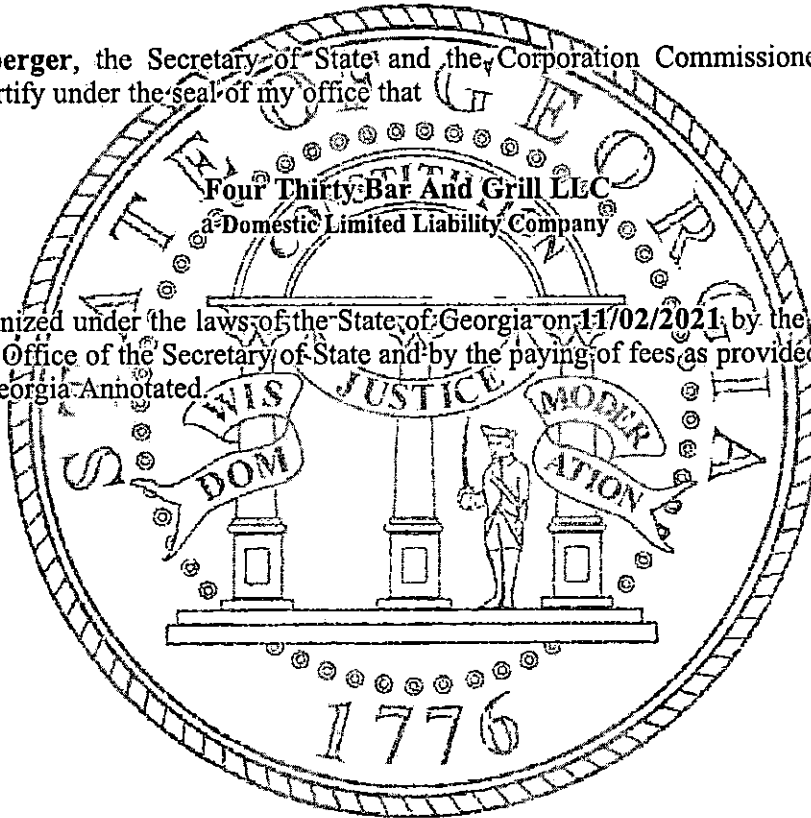
Atlanta, Georgia 30334-1530

### CERTIFICATE OF ORGANIZATION

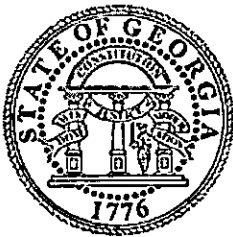
I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Four Thirty Bar And Grill LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **11/02/2021** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **11/04/2021**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



**ARTICLES OF ORGANIZATION**

\*Electronically Filed\*

Secretary of State

Filing Date: 11/2/2021 7:24:28 PM

**BUSINESS INFORMATION**

**CONTROL NUMBER** 21279438  
**BUSINESS NAME** Four Thirty Bar And Grill LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 11/02/2021

**PRINCIPAL OFFICE ADDRESS**

**ADDRESS** 440 Martin Luther King Blvd suite 103, macon, GA, 31201, USA

**REGISTERED AGENT**

| NAME          | ADDRESS                                            | COUNTY |
|---------------|----------------------------------------------------|--------|
| Jacarah Duffy | 440 Martin Luther King Blvd, macon, GA, 31201, USA | Bibb   |

**ORGANIZER(S)**

| NAME          | TITLE     | ADDRESS                                            |
|---------------|-----------|----------------------------------------------------|
| Jacarah Duffy | ORGANIZER | 440 martin luther king blyd, macon, GA, 31201, USA |

**OPTIONAL PROVISIONS**

N/A

**AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE** Jacarah Duffy  
**AUTHORIZER TITLE** Organizer

**Ownership Disclosure Form**

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

**Business:**

Trade Name: Four Thirty Bar and Grill Name of Corporation: Four Thirty Bar and Grill LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: \_\_\_\_\_

**Individual:**

Name and Title: Jacarah Duffy Telephone Number: (418) 245-2063

**Type of Entity and Business Interest:**

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
  - ☐ Limited Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
  - ☐ Limited Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
  - ☐ Managing Member, Total number of Managing Members: 1
  - ☐ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
  - ☐ Corporate Officer: Yes \_\_\_ No \_\_\_
  - ☐ Shareholder holding \_\_\_\_% of all outstanding ownership interests.
- ☐ Publicly Traded Company
  - ☐ Corporate Officer: Yes \_\_\_ No \_\_\_
- ☐ Other
  - ☐ Other person exercising operational authority over the entity: \_\_\_\_\_



Tax Commissioner's Office  
188 Third Street, Macon, Georgia 31201  
Mail to: Tax Commissioner's Office  
PO Box 4503  
Macon, GA 31208-4503

## Alcohol Handler's Beverage License Application

APPLICANT

First Name: Jacarah Last Name: Duffy  
Home Address: 3543 Bridgewood Dr. City: macon State: GA Zip: 31216

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current color photograph of applicant.
- \$25 cash, money order, cashier check, check or debit/credit (in office) payable to Macon-Bibb County Tax Commissioner

### CERTIFICATION

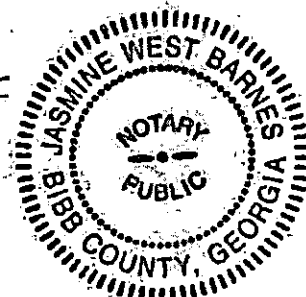
I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Jacarah Duffy 08-30-23  
Applicant's Signature Date

I hereby certify that Jacarah Duffy signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

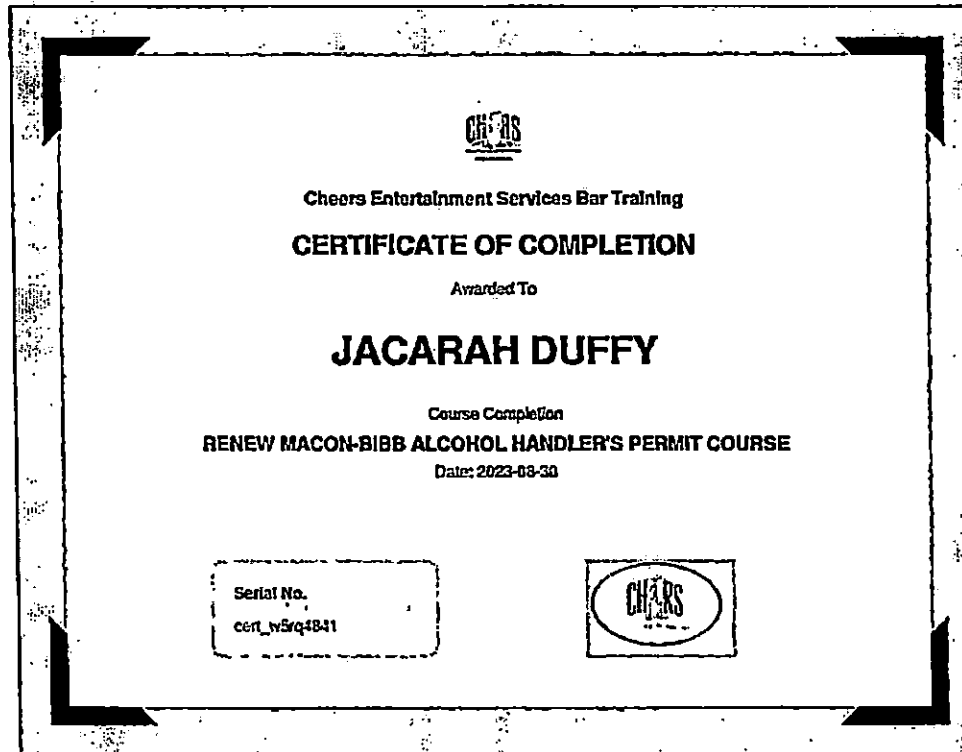
This 30 day of August, 20 23

Jasmine Barnes  
NOTARY PUBLIC



03/11/2025  
MY COMMISSION EXPIRES

Rev. 7/2021





# JaCarah Duffy



AH001061

**ALCOHOL HANDLER**

**Exp. 12/31/2023**



## COMMERCIAL LEASE

This Lease is made between AJMD MACON, LLC, a GEORGIA limited liability company, herein called Lessor, and Jacarah, Junsha Duffy, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Macon, in the state of Georgia, described as approximately 1200 total square feet of usable retail space located in a multi-tenant building known as the Technicon Building at 440 Martin Luther King Blvd., Macon, Georgia being shown as Suite 103 on the attached floor plan and known as 440 Martin Luther King Blvd, Suite 103, Macon, Bibb County, Georgia:

1. **Term and Rent.** Lessor demises the above premises for a term of Six (2) years, commencing on December 1, 2021, and terminating on November 30, 2023, at the monthly rental of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) or EIGHTEEN THOUSAND DOLLARS ANNUALLY payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified in paragraph 18 below.

2. **Use.** Lessee shall use and occupy the premises for business purposes. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted.

4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the

expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 15 days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. **Insurance.** Lessee shall, at Lessee's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy providing liability insurance coverage for claims for bodily injury, death and/or property damage, with a combined single limit of at least \$1,000,000.00 per accident or occurrence. Lessor shall be named as an additional insured in said policy for claims arising on the premises. The aforesaid dollar limits shall not in any way limit the liability of Lessee. The insurance will be with a company acceptable to Lessor. Prior to the commencement date, Lessee shall deliver to Lessor a certificate of insurance for the aforesaid liability insurance policy. Each policy of insurance shall provide for ten (10) days prior written notice to Lessor of termination or material modification of said policy by the insurance carrier. At least ten (10) days prior to the date of each annual renewal of the policy, Lessee shall deliver a certificate to Lessor evidencing the renewal, and proof of payment of the premium for the renewal.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within thirty (30) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said thirty (30) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within thirty (30) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.



14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within sixty (60) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such forty five (45) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects.

15. **Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of \$3,000, as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

18. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, at the addresses shown below, or at such other places as may be designated by the parties from time to time:

Lessor: AJMD Macon, LLC  
706 Nostrand Ave.  
Brooklyn, NY 11216

Lessee: Jacarah, Junsha Duffy  
3701 Lindsey Dr  
Macon, GA 31206

19. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

20. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for Two additional term of 2 years commencing at the expiration of the initial lease term. The additional terms increase the rent by 5% per renewal. First renewal term starting December 1<sup>st</sup>, 2023 will increase the rent to \$1575. ONE THOUSAND FIVE HUNDRED SEVENTY FIVE. Second renewal starting December 1<sup>st</sup>, 2025 will increase rent to \$1653.75 ONE THOUSAND SIX HUNDRED FIFTY THREE AND SEVENTY FIVE CENTS. All of the terms and conditions of the lease shall apply during the

renewal term and the monthly rent for the extension shall be agreed upon between Lessor and Lessee at the time of renewal. The option shall be exercised by written notice given to Lessor not less than 60 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

21. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

22. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

23. **Special Stipulations.** Lessor shall be responsible for all taxes and assessments on the real property and any personal property being Leased. Lessee shall be entitled to free rent from November 1, 2021 through December 1, 2021. Lessee shall be responsible for rent payments beginning December 1, 2021. At the execution of this Lease, Lessee shall pay to Lessor the sum of \$6,000.00 of which \$3,000.00 is for the first two months rent and \$3,000.00 shall be the Security Deposit. The property is being leased "As Is" with no repairs to be made by Lessor. Lessor requires a personal Guaranty of Jacarah, Junsha Duffy, Lessee and said Guaranty is a material requirement of Lessor in order to Lease to Lessee. Parties agree and acknowledge this is a "Triple Net" Lease and Lessee understands and agrees that Lessee is responsible for all areas of the property. That includes Real Estate tax, insurance, all utilities and all repairs that are to be done to the property.

Signed this 10 day of November 2021

Lessor:

AJMD Macon LLC

[Signature]

By: Eli Mazon

Date: 11-10-2021

Lessee:

Jacarah, Junsha Duffy

[Signature]

Social Security Number 253-P-2773

Date: 11-03-21

State OF \_\_\_\_\_

County OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid State and County, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_, personally appeared before me this day and that by the authority duly given the forgoing instrument was signed and executed by him for the purpose therein expressed.

Witness my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

## Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

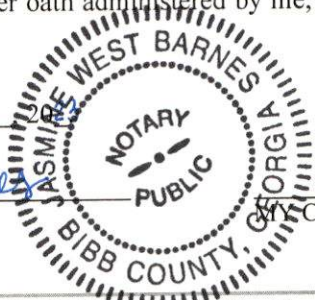
Agent's Signature: Jacarah Duffy Date: 08-29-23

Business Name Four Thirty Bar and Grill LLC

I hereby certify that Jacarah Duffy (Agent) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 30 day of August

Jasmine W. Barnes  
NOTARY PUBLIC



03/11/2025  
COMMISSION EXPIRES

## Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: Jacarah Duffy Date: 08-29-23  
(If different from Agent)

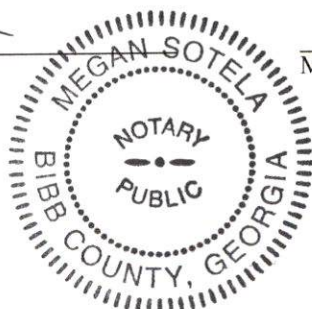
Title: Owner

Business Name: Four Thirty Bar and Grill

I hereby certify that Jacarah Duffy (Applicant) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 30 day of August, 2023.

Megan Sotela  
NOTARY PUBLIC



March 21, 2027  
MY COMMISSION EXPIRES



|                                                        |
|--------------------------------------------------------|
| <b>PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM</b> |
|--------------------------------------------------------|

**Business Name:** Jagorah J Four Thirty Bar and Grill LLC

**Business Address:** 440 MLK Jr Blvd Suite 103 Macon, GA 31201

**Instructions:**

*This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.*

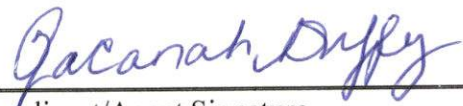
*If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.*

*If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.*

**Definitions:**

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as “dollar stores,” “99 cent stores,” “five dollar stores,” “discount stores,” or “variety stores.” Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:  
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

  
Applicant/Agent Signature

08-29-23  
Date



## SECURITY CAMERA COMPLIANCE VERIFICATION

### Instructions:

*This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.*

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
  - Directly or indirectly charges patrons for admission;
  - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
  - Provides entertainment using amplified sound; including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
  - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
  - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

*If you are selling alcohol by the package to go or operating a bar or nightclub you must:*

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

*If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.*

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance

Security Camera Compliance Verification Form  
Rev. March 2021  
Page 1 of 2

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
  - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
  - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
  - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

**Business Name:** Four Thirty Bar and Grill

**Business Address:** 440 MLK JR Blvd Macon, GA 31216

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.



Code Enforcement Department Designee

9/01/2023

Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.



Applicant/Agent Signature

9/08/23

Date

## Applicant Privacy Rights Notification Signature Form

### Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

*Jacarah Duffy*  
Signature

Jacarah Duffy  
Print Name

08-29-23  
Date





## Alcohol License Questionnaire

Name of Business: Four Thirty Bar and Grill LLC  
 Owner's Name: Jacarah Duffy  
 Address: 440 MLK JR BLVD Suite 103  
macon, GA 31201

1. Do you own or are you leasing your business location? ☒ Own ☐ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ \_\_\_\_\_

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No

Jacarah Duffy  
 Printed Name of person completing form

Jacarah Duffy  
 Signature of person completing form

08-29-23

Date

# ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

## Instructions:

*This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.*

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

**NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.**

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

*If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.*

**Business Name:** Four Thirty Bar and Grill

**Business Address:** 440 MLK BLVD Macon, GA 31201

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

*Macanah Dyer*  
Applicant/Agent Signature

08-29-23  
Date

Armed Security Personnel Required Training Compliance Form  
Rev. July 2021  
Page 1 of 2

|                                                     |
|-----------------------------------------------------|
| <b>ARMED SECURITY PERSONNEL IDENTIFICATION FORM</b> |
|-----------------------------------------------------|

**Instructions:**

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

**IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.**

|    |      |               |                                   |
|----|------|---------------|-----------------------------------|
| 1. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 2. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 3. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 4. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 5. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 6. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 7. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 8. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 9. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |



# Macon-Bibb County

## Certificate of Good Standing

1. Name and Title of the applicant: TaCarah Duffy owner
2. Name of the subject of this Certificate, if different from the applicant:  
Four Thirty Bar and Grill LLC
3. Benefit or privilege for which the applicant is applying (mark one):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> Other: _____               |                                                               |

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

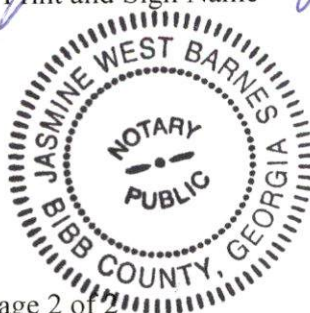
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

TaCarah Duffy TaCarah Duffy  
Print and Sign Name

Sworn to and subscribed before me this  
30 day of August, 2023.

Jasmine W. Barnes  
Notary Public

My commission expires:



# Macon-Bibb County Certificate of Good Standing

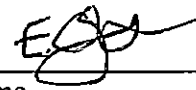
1. Name and Title of the applicant: Mr Eli Mazon landlord  
 2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input type="checkbox"/> Alcohol License (Any)                  | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> Other: _____               |                                                               |

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

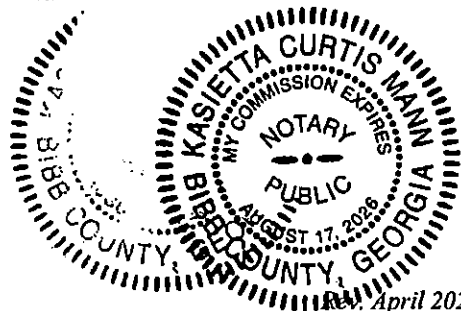
Eli Mazon   
 Print and Sign Name

Sworn to and subscribed before me this  
8th day of September, 2023.



Notary Public

My commission expires: 8/17/24







**Tax Commissioner's Office**  
**188 Third Street**  
**Macon, Georgia 31201**

Reviewed By: \_\_\_\_\_

## OFFICE USE ONLY

### ALCOHOL APPLICATION

Applicant Name: Jacarah Duffy fingerprinted 09/11/23

Business Name: Four Thirty Bar and Grill LLC dba Four Thirty Bar and Grill

Business Address: 440 Martin Luther King Jr Blvd, Ste 103, Macon, GA 31201

After investigation, I recommend that the license requested herein be:

Granted

*David J. Davis*

10/5/2023

Sheriff, Macon-Bibb County, Georgia

Date

Denied

Sheriff, Macon-Bibb County, Georgia

Date

After investigation, I recommend that the license requested herein be:

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

After investigation, I recommend that the license requested herein be:

Granted



Clerk of the Macon-Bibb County Commission, Georgia

Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia

Date



**Tax Commissioner's Office**  
**188 Third Street**  
**Macon, GA 31201**

## **Review Form**

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 10/9/2023 (Date) <sup>DS</sup>  
SD (Initials)

### **Comments**

Reviewed by legal. Legal recommends approval.

### **Initials**

<sup>DS</sup>  
SF

Stephanie Freeman, Administrative Office Specialist

ADDED TO THE OCTOBER 17, 2023 PRE-COMMISSION AGENT



**Tax Commissioner's Office**  
**188 Third Street, Macon, Georgia 31201**  
**Mail to: Tax Commissioner's Office PO Box 4503**  
**Macon, GA 31208-4503**

**License Fees are Prorated by Month that Completed Application is Submitted**

**2021 LICENSE FEES (Check All That Apply)**

|                                                                            |         |                        |         |                                |         |
|----------------------------------------------------------------------------|---------|------------------------|---------|--------------------------------|---------|
| *Distilled Spirits Packaged to Go                                          | \$2,900 | *Malt Packaged to Go   | \$800   | Wine Packaged to Go            | \$700   |
| *Distilled Spirits C.O.P.                                                  | \$2,900 | *Malt C.O.P.           | \$800   | Wine *C.O.P.                   | \$700   |
| *Distilled Spirits Wholesaler                                              | \$3,600 | *Malt Wholesaler       | \$1,000 | Wine Wholesaler                | \$800   |
| *Distilled Spirits Manufacturers                                           | \$4,300 | *Malt Manufacturer     | \$2,500 | Wine Manufacturer              | \$1,700 |
| Brewpub                                                                    | \$2,500 | Out-of-Town Wholesaler | \$100   | Brown Bag                      | \$300   |
| Malt Beverage Taproom                                                      | \$2,500 | Cocktail Room          | \$2,500 | Alcohol Beverage Caterer       | \$600   |
|                                                                            |         |                        |         | Temporary Alcohol License      | \$100   |
| Please check here if you are applying for a Business Continuation License. |         |                        |         |                                |         |
| Business Continuation License 25% of applicable licensing fees             |         |                        |         |                                |         |
| *Distilled Spirits (Liquor)                                                |         | *Malt (Beer)           |         | *C.O.P. (Consumed on Premises) |         |

**A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.**

\$ \_\_\_\_\_ Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ \_\_\_\_\_

**Agent Information**

1. Agent/Owner(s) must complete and sign the History Record Information Consent Form
2. Provide an Unexpired Identification Card Issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit

**Location/Business Information**

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper
7. If any business entity other than Sole Ownership...Must submit copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof on Nonprofit Status
9. Planning and Zoning Compliance form
10. Original Affidavit from the Macon-Bibb County Engineer's Department
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

**Business Continuation**

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Rev.07/2021

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 92-0886558 State Tax ID #: ~~92-0886558~~ 308-908408Business Name: VICEBAR Corporate and Trade Name: ACES WORLDWIDE LLCLocal Business Address: VICEBAR 499 MLK BLVD MACON, GA, 31201  
(P.O. Box Not Allowed) City State ZipMailing Address: 499 MLK BLVD MACON GA, 31201  
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: (478) 259-1298 Email Address: ALEX @ REPUBLIC OF DESIGN . COMContact Person: JONNY VICE Contact Phone #: (404) 664-1755**AGENT**Agent's Name: ALEXANDER C. WRIGHT Agent's Title: OWNERDate of Birth: [REDACTED] Social Security Number: [REDACTED]Home Address: [REDACTED] City: MACON State: GA Zip: 31204Home Phone #: [REDACTED] Email: [REDACTED]Mailing Address: " City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_**INDIVIDUAL/OWNER INFORMATION**Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Rev. 10/2021

## Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

|                    |                                 |
|--------------------|---------------------------------|
| Full Name (print): | COURTNEY<br>ALEXANDER C. WRIGHT |
|                    |                                 |

☒ This authorization is valid for 90/180/\_\_\_\_ (circle one) days from date of signature.  
☐ I, ALEXANDER WRIGHT, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature

Date

**\*\*\*Include a copy of your valid State/Government issued identification\*\*\***

Date of Inquiry: \_\_\_\_\_ Time of Inquiry: \_\_\_\_\_ Operator's Initials: \_\_\_\_\_

Purpose Code used: (check one)

|                          |                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Employment (E)</b> – Provides <i>Georgia</i> Criminal History Record Information                        |
| <input type="checkbox"/> | <b>Employment with Mentally Disabled (M)</b> – Provides <i>Georgia</i> Criminal History Record Information |
| <input type="checkbox"/> | <b>Employment with Elder Care (N)</b> - Provides <i>Georgia</i> Criminal History Record Information        |
| <input type="checkbox"/> | <b>Employment with Children (W)</b> - Provides <i>Georgia</i> Criminal History Record Information          |
| <input type="checkbox"/> | <b>Public Records (P)</b> – Provides <i>Georgia Felony Convictions</i> Only                                |

The inquiry resulted in the following: (check all that apply)

|                          |                                    |
|--------------------------|------------------------------------|
| <input type="checkbox"/> | No Georgia CHRI results available. |
| <input type="checkbox"/> | Georgia CHRI attached/released     |

|                          |                                                          |
|--------------------------|----------------------------------------------------------|
| <input type="checkbox"/> | No NCIC/GCIC Warrant results available.                  |
| <input type="checkbox"/> | Possible NCIC/GCIC Warrant. Contact Agency listed below. |
| Wanting Agency Name:     |                                                          |
| Agency Telephone:        |                                                          |

Agency Designee Signature and Title

Date



## Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the **Bibb County Sheriff's Office** to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

|                    |                     |
|--------------------|---------------------|
| Full Name (print): | JENNIFER LACEY VICE |
|                    |                     |



This authorization is valid for 90/180/\_\_\_\_ (circle one) days from date of signature.



I, JENNIFER VICE, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature

*Jennifer Vice*

Date

7/31/2023

**\*\*\*Include a copy of your valid State/Government issued identification\*\*\***

Date of Inquiry: \_\_\_\_\_ Time of Inquiry: \_\_\_\_\_ Operator's Initials: \_\_\_\_\_

Purpose Code used: (check one)

|                          |                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Employment (E)</b> – Provides <i>Georgia</i> Criminal History Record Information                        |
| <input type="checkbox"/> | <b>Employment with Mentally Disabled (M)</b> – Provides <i>Georgia</i> Criminal History Record Information |
| <input type="checkbox"/> | <b>Employment with Elder Care (N)</b> - Provides <i>Georgia</i> Criminal History Record Information        |
| <input type="checkbox"/> | <b>Employment with Children (W)</b> - Provides <i>Georgia</i> Criminal History Record Information          |
| <input type="checkbox"/> | <b>Public Records (P)</b> – Provides <i>Georgia Felony Convictions</i> Only                                |

The inquiry resulted in the following: (check all that apply)

|                          |                                    |
|--------------------------|------------------------------------|
| <input type="checkbox"/> | No Georgia CHRI results available. |
| <input type="checkbox"/> | Georgia CHRI attached/released     |

|                          |                                                          |
|--------------------------|----------------------------------------------------------|
| <input type="checkbox"/> | No NCIC/GCIC Warrant results available.                  |
| <input type="checkbox"/> | Possible NCIC/GCIC Warrant. Contact Agency listed below. |
| Wanting Agency Name:     |                                                          |
| Agency Telephone:        |                                                          |

Agency Designee Signature and Title

Date

**MACON-BIBB COUNTY, GEORGIA**  
**(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS**  
**O.C.G.A. § 50-36-1 (e) (2) Affidavit**

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) \_\_\_\_\_ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application.  
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

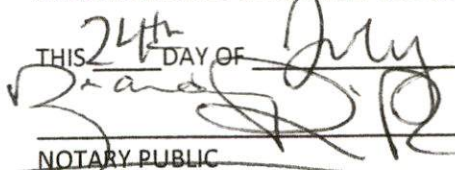
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: VICE BAR

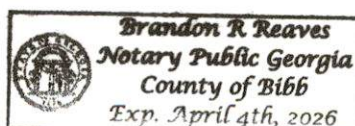
Printed Name of Applicant: ALEXANDER WRIGHT

\*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 24<sup>th</sup> DAY OF July, 2023  
  
NOTARY PUBLIC

April 4<sup>th</sup> 2026  
MY COMMISSION EXPIRES





**MACON-BIBB COUNTY, GEORGIA**  
**(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS**  
**O.C.G.A. § 50-36-1 (e) (2) Affidavit**

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) \_\_\_\_\_ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

**Please check only one option above and submit the required documents with your application.**  
**Please note that the failure to do so will result in a processing delay.**

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: VICE BAR

Printed Name of Applicant: Jennifer Vice

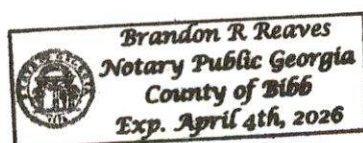
\*Signature of Applicant: Jennifer Vice

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 24<sup>th</sup> DAY OF July, 2023

NOTARY PUBLIC

MY COMMISSION EXPIRES



## MEASUREMENT FORM

### Retail Sales of Distilled Spirits for Consumption on the Premises Macon-Bibb County Code Chapter 4, Alcoholic Beverages

**APPLICANT:** JONNY VICE

**PROPOSED LICENSE:** BEER, WINE, AND LIQUOR CONSUMED ON PREMISES

**BUSINESS LOCATION:** 499 MARTIN LUTHER KING JR. BLVD.

**BUSINESS NAME:** VICE BAR

#### To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

☒ X Comply ☐ Does not comply

*Licenses for a private club or for a bona fide restaurant, hotel or motel or other bona fide food service establishment is exempt.*

2. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

☐ Yes ☐ No ☒ X Not Applicable

By: F. Charles Brooks  
F. Charles Brooks - Macon-Bibb County Engineer

Date: 4-24-2023

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office

# CONSUMPTION ON PREMISES

(Bar — Resturant)

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

Vice Bar

#499 Martin Luther King Jr. Blvd.

4,300' — ALCOHOLIC TREATMENT CENTER property line

River Edge — Emery Hwy.

4,450' — MHA housing unit property line

#1120 Oglethorpe Street

OK!

Paul J. Hoinowski

April 21, 2023





Beaufort Gazette  
Belleville News-Democrat  
Bellingham Herald  
Bradenton Herald  
Centre Daily Times  
Charlotte Observer  
Columbus Ledger-Enquirer  
Fresno Bee

The Herald - Rock Hill  
Herald Sun - Durham  
Idaho Statesman  
Island Packet  
Kansas City Star  
Lexington Herald-Leader  
Merced Sun-Star  
Miami Herald

el Nuevo Herald - Miami  
Modesto Bee  
Raleigh News & Observer  
The Olympian  
Sacramento Bee  
Fort Worth Star-Telegram  
The State - Columbia  
Sun Herald - Biloxi

Sun News - Myrtle Beach  
The News Tribune Tacoma  
The Telegraph - Macon  
San Luis Obispo Tribune  
Tri-City Herald  
Wichita Eagle

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO | Amount  | Cols | Depth |
|-----------|--------------|-----------------------------------------|----------|---------|------|-------|
| 124595    | 414442       | Print Legal Ad-IPL01203250 - IPL0120325 |          | \$45.00 | 1    | 29 L  |

### Attention: VICE BAR

VICE BAR ACESWORLDWIDE LLC.  
499 MLK JR BLVD  
MACON, GA 31220

69jonnyvice@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-  
QUEST FOR BEER, WINE, LIQUOR  
ON PREMISES

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the May 5, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as VICE BAR/ ACESWORLDWIDE LLC., 499 MLK JR BLVD Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This April 28, 2023. JON VICE, Applicant  
IPL0120325  
Apr 28, May 5 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

04/28/23, 05/05/23

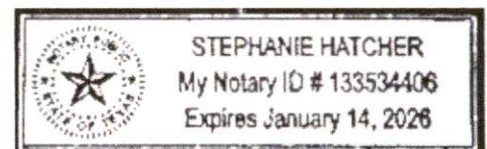
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

*Willmenta Serrano*

Sworn to and subscribed before me this 4th day of May in the year of 2023

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!



MACON-BIBB COUNTY  
**Planning & Zoning**

Macon-Bibb Planning & Zoning Commission  
Terminal Station | 200 Cherry Street, Suite 301  
Macon, Georgia 31201 | MBPZ.org

## Zoning Compliance

|                                 |                                               |                                  |
|---------------------------------|-----------------------------------------------|----------------------------------|
| <b>PERMIT NO:</b> ZC-2023-1621  | <b>PERMIT TYPE:</b> Permitted Use             | <b>DATE OF ISSUE:</b> 07/13/2023 |
| <b>ISSUED TO NAME:</b>          | Jonny Vice                                    |                                  |
|                                 | Vice Bar                                      |                                  |
| <b>PROPERTY OWNER'S NAME:</b>   | BROADWAY PARTNERS LLC                         |                                  |
| <b>PROPOSED USE:</b>            | New Business Application                      |                                  |
|                                 | Bar with alcohol sales and live entertainment |                                  |
| <b>ADDRESS OF PROPOSED USE:</b> | 401 POPLAR ST                                 |                                  |
|                                 | AKA 499 Martin Luther King Jr. Blvd           |                                  |
| <b>NEW CONSTRUCTION:</b>        | No                                            |                                  |
| <b>MAP/PARCEL:</b>              | R073-0338                                     | <b>ZONING DISTRICT:</b> CBD-1    |

### PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, zoning compliance 2019-00020395, and plans submitted; approval is granted to operate Vice Bar as a bar/ night club with alcohol consumed on premise and live entertainment in an existing commercial building. All live entertainment must comply with the MBPZ Comprehensive Land Development Resolution Section 1.02[70] and Sections 1.02[1.1 through 1.7] as well as Macon- Bibb County Code of Ordinance Article II enforceable by Code Enforcement. Hours of operation are from 4pm to 2:00am Monday through Saturday. Security will be onsite starting at 9pm Friday and Saturday. No outside storage or sales authorized. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the Zoning office. Please review the NOTICE information below for additional instruction.

**NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 07/13/2024**

**APPROVED BY:** Thomas Neaves

### NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

**STATE OF GEORGIA****Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****Annual Registration****\*Electronically Filed\*****Secretary of State****Filing Date: 08/02/2023 15:12:42****BUSINESS INFORMATION**

**BUSINESS NAME** : Aces Worldwide LLC  
**CONTROL NUMBER** : 22228632  
**BUSINESS TYPE** : Domestic Limited Liability Company  
**ANNUAL REGISTRATION PERIOD** : 2023

**BUSINESS INFORMATION CURRENTLY ON FILE**

**PRINCIPAL OFFICE ADDRESS** : 499 Martin Luther King Blvd, Macon, GA, 31201, USA  
**REGISTERED AGENT NAME** : United States Corporation Agents, Inc.  
**REGISTERED OFFICE ADDRESS** : 1420 Southlake Plaza Dr, Morrow, GA, 30260, USA  
**REGISTERED OFFICE COUNTY** : Clayton

**UPDATES TO ABOVE BUSINESS INFORMATION**

**PRINCIPAL OFFICE ADDRESS** : 499 Martin Luther King Blvd, Macon, GA, 31201, USA  
**REGISTERED AGENT NAME** : United States Corporation Agents, Inc.  
**REGISTERED OFFICE ADDRESS** : 11175 Cicero Drive, suite 100, Alpharetta, GA, 30022, USA  
**REGISTERED OFFICE COUNTY** : Fulton

**AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE** : Alexander Wright  
**AUTHORIZER TITLE** : Member

**Ownership Disclosure Form**

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

**Business:**

Trade Name: VICE BAR Name of Corporation: ACES WORLDWIDE LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: \_\_\_\_\_

**Individual:**

Name and Title: JENNIFER VICE Telephone Number: 678) 472-1065

**Type of Entity and Business Interest:**

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
  - ☐ Limited Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
  - ☐ General Partner holding \_\_\_\_% of all outstanding general partnership interests.
  - ☐ Limited Partner holding \_\_\_\_% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
  - ☐ Managing Member, Total number of Managing Members: 2
  - ☐ Member holdings 26% of all outstanding membership interests
- ☐ Privately Held Corp./Company 26%
  - ☐ Corporate Officer: Yes \_\_\_ No \_\_\_
  - ☐ Shareholder holding \_\_\_\_% of all outstanding ownership interests.
- ☐ Publicly Traded Company
  - ☐ Corporate Officer: Yes \_\_\_ No \_\_\_
- ☐ Other
  - ☐ Other person exercising operational authority over the entity: \_\_\_\_\_



**Ownership Disclosure Form**

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

**Business:**

Trade Name: VICE BAR Name of Corporation: ACES WORLDWIDE LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: \_\_\_\_\_

**Individual:**

Name and Title: ALEXANDER WAGHT / OWNER Telephone Number: (404) 664-1755

**Type of Entity and Business Interest:**

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
  - ☐ General Partner holding \_\_\_\_ % of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
  - ☐ General Partner holding \_\_\_\_ % of all outstanding general partnership interests.
  - ☐ Limited Partner holding \_\_\_\_ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
  - ☐ General Partner holding \_\_\_\_ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
  - ☐ General Partner holding \_\_\_\_ % of all outstanding general partnership interests.
  - ☐ Limited Partner holding \_\_\_\_ % of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
  - ☐ Managing Member, Total number of Managing Members: 2
  - ☐ Member holdings 40% % of all outstanding membership interests
- ☐ Privately Held Corp./Company 50%
  - ☐ Corporate Officer: Yes \_\_\_ No \_\_\_
  - ☐ Shareholder holding \_\_\_\_ % of all outstanding ownership interests.
- ☐ Publicly Traded Company
  - ☐ Corporate Officer: Yes \_\_\_ No \_\_\_
- ☐ Other
  - ☐ Other person exercising operational authority over the entity: \_\_\_\_\_





Tax Commissioner's Office  
188 Third Street, Macon, Georgia 31201  
Mail to: Tax Commissioner's Office  
PO Box 4503  
Macon, GA 31208-4503

## Alcohol Handler's Beverage License Application

APPLICANT

First Name: ALEXANDER

Last Name: WRIGHT

- ☒ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☒ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☒ Two current Color (passport size) photographs of applicant.
- ☒ \$25 money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

### CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Applicant's Signature

Date

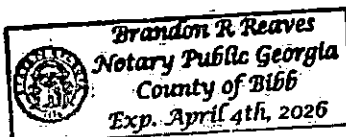
07-24-23

I hereby certify that Alexander Wright signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 24th day of July, 2023

NOTARY PUBLIC

MY COMMISSION EXPIRES



Rev. 7/2021



**Cheers Entertainment Services Bar Training**

**CERTIFICATE OF COMPLETION**

Awarded To

**ALEXANDER WRIGHT**

Course Completion

**MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE**

Date: 2023-07-25

Serial No.

cert\_91q57j81





**Alexander Wright**



**AH001045**

**ALCOHOL HANDLER**

**EXP: 12/31/2023**



Tax Commissioner's Office  
188 Third Street, Macon, Georgia 31201  
Mail to: Tax Commissioner's Office  
PO Box 4503  
Macon, GA 31208-4503

## Alcohol Handler's Beverage License Application

APPLICANT

First Name: JENNIFER Last Name: VICE

- ☒ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☒ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☒ Two current Color (passport size) photographs of applicant.
- ☐ \$25 money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

### CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Applicant's Signature

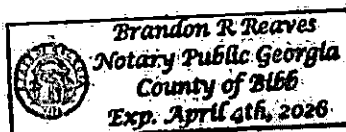
Date

I hereby certify that Jennifer Vice signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 24<sup>th</sup> day of July, 2023

NOTARY PUBLIC

MY COMMISSION EXPIRES



Rev. 7/2021



Cheers Entertainment Services Bar Training

## CERTIFICATE OF COMPLETION

Awarded To

**JENNIFER VICE**

Course Completion

**MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE**

Date: 2023-06-21

Serial No.

cert\_rdl9j44g







**Jennifer Vice**



**AH001046**

**ALCOHOL HANDLER**

**EXP: 12/31/2023**

**Eberhardt & Barry Inc.**  
**Eberhardt & Barry Property Management, LLC**

COMMERCIAL REAL TORS  
 990 RIVERSIDE DRIVE, MACON, GEORGIA 31201  
 Post Office Box 6313, MACON, GEORGIA 31208  
 (478) 746-8171. FAX (478) 746-1362

**LEASE AGREEMENT**

Macon, Bibb County, Georgia

THIS INDENTURE OF LEASE, Made and entered into 8th \_\_\_\_\_ day of November 2022  
 \_\_\_\_\_ between \_\_\_\_\_ **Broadway Partners, LLC**  
 and Aces Worldwide, LLC of the first part, hereinafter called Lessor,  
 other part, hereinafter called Lessee. (It is mutually agreed by the parties hereto, where either is mentioned  
 herein, that same refers to their heirs, executors, administrators, successors and assigns, who are bound as  
 fully and completely by the covenants herein as the parties hereto.)

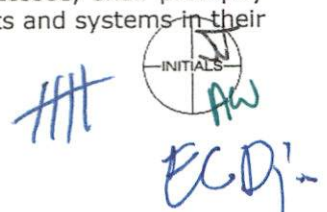
WITNESSETH: That the said Lessee has this day rented and leased from said Lessor the following described  
 premises:

499 MLK/Broadway , downtown Macon, GA 31201. 2 bay glass front retail

and known as 499 MLK / BROADWAY to be used for no other  
 purposes than bar for the term of  
three years commencing on the 1st day of April 2023  
 \_\_\_\_\_ and ending on the 31st day of March 2026  
 \_\_\_\_\_ for which the Lessee agrees to pay Eberhardt & Barry Property Management, LLC, its successors,  
 and assigns, Agents for Lessor, at its office on the first of each rental month, in advance, a monthly rental of:  
\$1,500.00 and on failure of Lessee to pay same when due, said Lessor has the  
 right, at his option, to declare rental for entire term of lease immediately due and payable, to declare the Lease  
 void, cancel the same, re-enter and take possession of the premises. Lessor, at his option, upon breach of this  
 contract, may card for rent and sublet the premises at the best price obtainable by reasonable effort, under  
 private negotiations, and charge the balance, if any, between said price of subletting and the contract price, to  
 Lessee and hold him liable therefore. Such subletting on the part of the Lessor will not in any sense be a breach  
 of the contract on the part of the Lessor, but will be merely acting as agent for the Lessee and to minimize the  
 damage. Said Lessor is not required, however, to let same for any other purpose than that specified herein.  
 These rights of the Lessor are cumulative and not restrictive of any other rights under the law, and failure on  
 the part of Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these  
 rights.

**IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:**

1. Lessee hereby waives and renounces for himself and family, any and all homestead and exemption rights he  
 or they may have under or by virtue of the laws of this State, or the United States as against any liability  
 that may accrue under this contract. Lessee agrees to pay in addition to all costs, 15 percent Attorney's fees  
 on any part of said rental that may be collected by suit or by attorney after same has become due.
2. Lessee accepts premises in its present condition and agrees to surrender said premises in as good condition  
 at the expiration of this lease, natural wear and tear expected. Lessor shall not be required to make any  
 repairs or improvements to premises except to keep in good order the roof, exterior walls (not including  
 exterior windows), and abutting sidewalks; provided however that the cost of any such repairs required as a  
 result of the negligence or willful act of Lessee, its customers, licenses, agents, servants or employees shall  
 be borne by Lessee.
3. Lessee, at his sole cost and expense, whether the same be property of Lessor or Lessee, shall promptly  
 repair and at all times maintain the leased premises including heating and cooling units and systems in their

  
 Initials: [Handwritten initials in a circle]  
 Signatures: [Handwritten signatures]



entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing, plumbing equipment and fixtures, including keeping all drains and pipes open and clear, backflow preventer testing annually and repair, all machinery and hardware, painting and decorations, and replace all broken glass including store front, plate, window, security or display glass.

4. Release and Indemnity: a) To the fullest extent permitted by law, Lessee shall indemnify, protect, and at Lessor's option, defend and save Lessor and Lessor's agents (including without limitation Eberhardt & Barry Inc. and Eberhardt & Barry Property Management, LLC), partners, members, managers, shareholders, officers, directors, employees, successors, and/or assigns and mortgagee, if any (collectively, "Lessor's Indemnities", which shall be inclusive of the officers, agents and employees of Eberhardt & Barry Inc. and Eberhardt & Barry Property Management, LLC) harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, including in connection with loss of life, personal injury, bodily injury and/or damage to property, arising from or out of any occurrence in, upon or about the Premises due to Lessee's use occupancy, management or control of the premises. b) To the fullest extent permitted by law, Lessor shall indemnify, protect, defend, and save Lessee and Lessee's agents, partners, members, managers, shareholders, officers, directors, employees, successors, and/or assigns (collectively, "Lessee's Indemnities") harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, in connection with loss of life, personal injury, bodily injury and/or damage to property, arising from or out of any occurrence in, upon or about the premises due to the gross negligence or willful misconduct of Lessor. Lessee to provide Lessor with a certificate of insurance naming Lessor as additionally insured.

5. In the event of the total destruction of the premises by fire or other casualty, this lease shall cease and come to an end and the Lessee shall be liable for rent only up to the time of such destruction. Should the premises herein leased be partially damaged by fire or other casualty, at any time during the term hereof, the Lessee shall give immediate notice to the Lessor, who shall thereupon cause the same to be promptly repaired.

A reduction of rent, proportionate to interference to occupancy shall be allowed the Lessee during the time necessary to restore said premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage of repairs to adjoining or contiguous premises.

6. All alterations, additions and improvements (except trade fixtures put in at the expense of the Lessee) shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease, however, this Lessee is to make no changes of any nature in the above named premises without first obtaining written consent from said Lessor or his agent. The Lessee also agrees to indemnify the Lessor against loss caused by any mechanic or materialman's lien against the property based on repairs, alterations or improvements undertaken by the Lessee.
7. Lessee agrees not to leave the premises herein leased unoccupied or vacant nor permit any act which would vitiate the fire insurance policy; to pay all electric light, water, heat, gas, garbage fees, and power bills accruing against the said property during the term of his contract, and to comply with and carry out all rules, order, and requirements, ordinances and regulations of Federal, State, City and/or County governments.
8. In the event bankruptcy or state insolvency proceedings should be filed against Lessee, his heirs or assigns, in any Federal or State Court, it shall give the right to said Lessor, his heirs or assigns, at their option to immediately declare this contract null and void, and to resume at once possession of the property. No receiver, Trustee, or other judicial officer shall ever have any right, title, or interest in or to the above described by virtue of this contract.
9. Lessee covenants that he will not paint or place or permit to be painted or placed any sign or other advertising device, bill or billboard upon or about demised premises, or any part thereof, without the prior written consent of Lessor or his agent.
10. The Lessee shall not assign, mortgage or pledge this lease, nor sublet the whole or any part of the premises for the whole or any part of said term, or place any tenant upon said premises without the assent of the Lessor or his agents, in writing.
11. Lessor may card premises "For Rent" or "For Sale" ninety days before the termination of this lease. Lessor may enter the premises at reasonable hours; to exhibit the same to prospective purchasers or tenants; to inspect premises to see that Lessee is complying with all his obligations hereunder; and to make repairs required of Lessor under the terms hereof or repairs to Lessor's adjoining property.

Handwritten initials and signatures: "JH" (blue), "INITIALS" (blue circle with "JH" inside), "AG" (green), and "EGD" (blue).



12. This contract shall create the relationship of landlord and tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and sale and not assignable by Lessee except by Lessor's consent.
13. If Lessee remains in possession after the expiration of the term hereof, with Lessor's acquiescence and without any distinct agreement of parties, Lessee shall become a tenant from month to month, and Lessor agrees to continue to pay the real estate fees listed below.
14. Lessee hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of said premises at the time, or occupying premises; and if no person is in charge or occupying the same, then such service or notice may be made by attaching the same on the main entrance to premises. A copy of all notices under this lease shall also be sent to Lessee's last known address, if different from premises.
15. The Lessor shall not be responsible for damages of any kind resulting from failure to give possession but the agreed rental shall abate during the time said Lessee is out of possession.
16. This contract is solely between the Lessor and Lessee and the agent shall not be liable in any way, but it is agreed by all parties to this contract that Eberhardt & Barry Inc. is hereby vested with an interest herein for its commission during the term hereof and any renewals hereof. Eberhardt & Barry Inc. its heirs, successors or assigns are to receive a commission to be paid by the Lessor equal to 1 month's rent as a procurement fee and 6% of the monthly rental as a management fee paid to Eberhardt & Barry Property Management, LLC as long as the Lessee remains in the property including any month to month tenancy. In addition, Lessor agrees to pay Eberhardt & Barry Inc. 1/2 of the average monthly rental as a renewal fee for any renewal of one year or longer.
17. If Lessee has not paid the rent due hereunder by the 10<sup>th</sup> day of any month, then Lessee shall pay an amount equal to 10% of the rent due as liquidated damages, not as a penalty, the parties recognizing the difficulty in precisely ascertaining the damages in the event the rent is not paid before the 10<sup>th</sup> of any month. This fee shall be split 50/50 with Lessor and Eberhardt & Barry Property Management, LLC.
18. If a rental check of the Lessee is returned due to insufficient funds, the Lessee shall pay \$50.00 as liquidated damages, not as a penalty, the parties recognizing the difficulty in precisely ascertaining the damages in that event.
19. Eberhardt & Barry Inc. has represented the Lessor in this transaction, and is to be paid a commission by the Lessor. Eberhardt & Barry Inc. has not represented the Lessee in this transaction. Lessor to pay Eberhardt & Barry, Inc. a commission of ten (10%) percent of the gross sales price in the event Lessee purchases property.
20. This lease contains the entire agreement between the parties. Any changes, additions or alterations must be in writing and made a part of this lease in the form of an addendum.
21. Special Stipulations as follows:  
 Lessee to receive three month's rent free for accepting the space 'AS IS'. April, May, June 2023.  
 Lessee to pay a security deposit of \$1,500.00 plus a month's rent of \$1,500.00 at lease signing.  
 Lessee to have an option to renew the lease for an additional three years at \$1,650.00 per month (4-1-26 thru 3-31-29).  
 Lessee to have first right of refusal on the third space at 495 MLK at \$700.00 per month.

Both Lessee and Lessor agree that the electrical, plumbing, hvac that exists now in the building shall be in normal working condition at lease commencement.

Handwritten initials and signatures: "H/H", "INITIALS" in a circle, and "EOD".

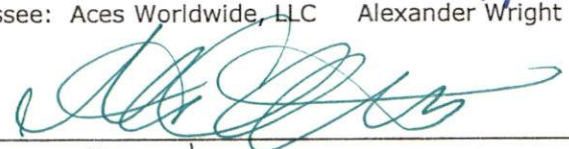
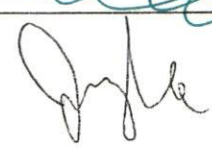
IN WITNESS WHEREOF: We have hereunto set our hands and seals, this day and year above written.

Witnesses:

Lessor: Broadway Partners, LLC

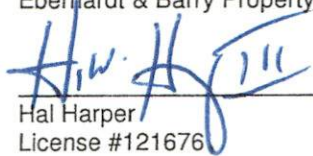
  
Date 11/11/22

Lessee: Aces Worldwide, LLC Alexander Wright & Jon Vice

  
Date  


BROKER:

Coldwell Banker Commercial Eberhardt & Barry Inc. License #H1118  
Eberhardt & Barry Property Management, LLC License #H64922

  
Date 11-8-22  
Hal Harper  
License #121676





**GUARANTY OF LEASE**

Lease Date: 11-8-22

Landlord: Broadway Partners, LLC

Tenant: Aces Worldwide, LLC

Guarantor: Alexander Wright & Johnny Vice

Premised: 499 MLK / Broadway

FOR VALUE RECEIVED, and in consideration of and as an inducement for the execution and delivery of the Lease referred to above between Landlord and Tenant, the undersigned Guarantor hereby guarantees to Landlord, the full and prompt payment of all rent, including fixed rent and any contingent or percentage or other rent, and any and all other sums and charges payable to Tenant under the lease, and the full and timely performance and observance of all the covenants, terms conditions and agreements in the lease to be performed and observed by the Tenant. Guarantor hereby covenants and agrees that if default shall at any time be made by the Tenant in the payment of any such of the covenants, terms, conditions or agreements in the Lease, the Guarantor will promptly pay such rent and other sums and charges to the Landlord, and perform and fulfill all of such terms, covenants, conditions and agreements and will pay the Landlord all damages and expenses, including attorney's fees, that may arise in consequence of any default by the Tenant under the Lease of by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor, without the necessity of any suit or proceedings on the Landlord's part of any kind or nature whatsoever against the Tenant and without the necessity of any notice of non-payment, non-performance, non-observance-acceptance of this Guaranty, or any other notice or demand to which the Guarantor hereby expressly waives. The Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or failure to assert by the Landlord against the Tenant any of the rights and remedies available to the Landlord or by relief of Tenant from any of the Tenant's obligations under this Lease by the rejection of the Lease in connection with proceedings under the Bankruptcy laws now or hereafter in effect or otherwise.

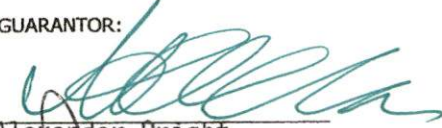
This Guaranty shall be a continuing guaranty and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any extensions of time that may be granted by the Landlord to the Tenant or by reason of a change for different use of the Demised Premises or by reason of any dealings or transactions or matters of things occurring between Landlord and the Tenant, whether or not the Guarantor has knowledge or notice thereof. Landlord reserves the right to obtain credit report.

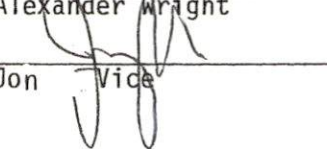
The assignment by Landlord of the Lease and/or the rents and other receipts thereof made either with or without the Guarantor's knowledge or notice shall in no manner whatsoever release the Guarantor from any liability as Guarantor. This Guaranty may be assigned by Landlord.

All the Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be an exclusion or waiver of any of the others.

This Guaranty shall be binding upon the Landlord and Tenant and their respective successors and assigns. IN WITNESS WHEREOF, the undersigned has executed this Guaranty of lease as of the day and year set forth above.

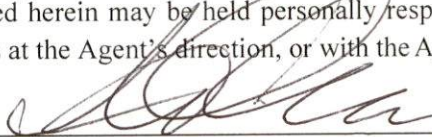
GUARANTOR:

  
Alexander Wright

  
Jon Vice

## Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature:  Date: 07.31.23

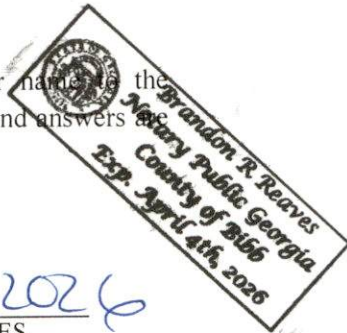
Business Name VICE BAR

I hereby certify that Alexander Wright (Agent) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 31<sup>st</sup> day of ~~AUGUST~~ JULY, 2023

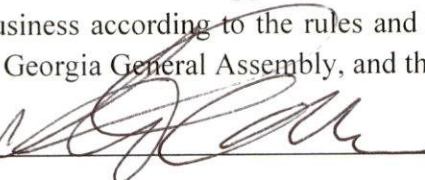
  
NOTARY PUBLIC

April 4th 2026  
MY COMMISSION EXPIRES



## Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature:  Date: 07.31.23  
(If different from Agent)

Title: OWNER

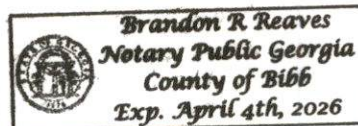
Business Name: VICE BAR

I hereby certify that Alexander Wright (Applicant) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 31<sup>st</sup> day of July, 2023

  
NOTARY PUBLIC

April 4th 2026  
MY COMMISSION EXPIRES





|                                                        |
|--------------------------------------------------------|
| <b>PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM</b> |
|--------------------------------------------------------|

**Business Name:** VICE BAR

**Business Address:** 499 MLK BLVD MACON GA 31201

**Instructions:**

*This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.*

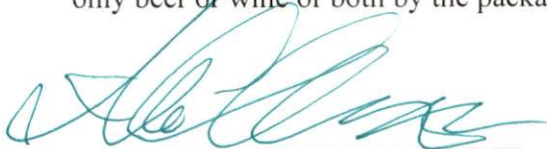
*If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.*

*If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.*

**Definitions:**

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as “dollar stores,” “99 cent stores,” “five dollar stores,” “discount stores,” or “variety stores.” Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:  
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.



Applicant/Agent Signature

07.29.23

Date

## SECURITY CAMERA COMPLIANCE VERIFICATION

### **Instructions:**

*This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.*

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
  - Directly or indirectly charges patrons for admission;
  - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
  - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
  - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
  - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

*If you are selling alcohol by the package to go or operating a bar or nightclub you must:*

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

*If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.*

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance

*Security Camera Compliance Verification Form  
Rev. March 2021  
Page 1 of 2*



thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
  - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
  - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
  - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

**Business Name:** VICE BAR

**Business Address:** 499 MLK JR. BLVD. MACON, GA. 31201

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.



Code Enforcement Department Designee

7-19-23.

Date

- ☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.



Applicant/Agent Signature

7-19-23

Date

## Applicant Privacy Rights Notification Signature Form

### Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://foi.gov/about-us/cjis/background-checks>.

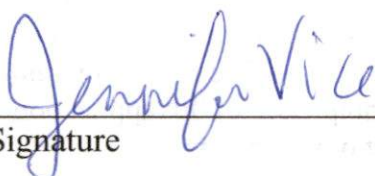
|                                                                                   |                  |          |
|-----------------------------------------------------------------------------------|------------------|----------|
|  | ALEXANDER WRIGHT | 07-24-23 |
| Signature                                                                         | Print Name       | Date     |

## Applicant Privacy Rights Notification Signature Form

### Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

|                                                                                   |               |           |
|-----------------------------------------------------------------------------------|---------------|-----------|
|  | Jennifer Vice | 7/24/2023 |
| Signature                                                                         | Print Name    | Date      |



## Alcohol License Questionnaire

Name of Business: VICE BAR  
 Owner's Name: ALEXANDER C. WRIGHT  
 Address: 111 BUFORD PLACE, MACON GA 31204

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ \_\_\_\_\_
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?  
 Please circle one:      Relation, see below      No Relation
4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ No

ALEXANDER C. WRIGHT  
 Printed Name of person completing form

  
 Signature of person completing form

07.29.23

Date



|                                                                   |
|-------------------------------------------------------------------|
| <b>ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM</b> |
|-------------------------------------------------------------------|

**Instructions:**

*This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.*

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

**NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.**

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

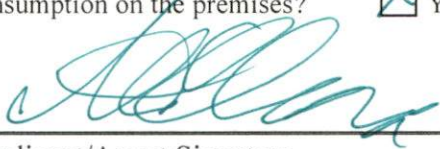
*If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.*

**Business Name:** VICE BAR

**Business Address:** 499 MLK BLVD MACON GA 31201

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☒ YES ☐ NO

  
Applicant/Agent Signature

07.29.23  
Date

Armed Security Personnel Required Training Compliance Form  
Rev. July 2021  
Page 1 of 2

|                                                     |
|-----------------------------------------------------|
| <b>ARMED SECURITY PERSONNEL IDENTIFICATION FORM</b> |
|-----------------------------------------------------|

**Instructions:**

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

**IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.**

|    |      |               |                                   |
|----|------|---------------|-----------------------------------|
| 1. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 2. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 3. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 4. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 5. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 6. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 7. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 8. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |
| 9. |      |               |                                   |
|    | Name | Date of Birth | GBPDSA Private Security License # |

# Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: ALEXANDER WRIGHT - OWNER
2. Name of the subject of this Certificate, if different from the applicant:  
GENE DUNWOODY / BROADWAY PARTNERS PROPERTY OWNER
3. Benefit or privilege for which the applicant is applying (mark one):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> Other: _____               |                                                               |

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

ALEX WRIGHT 50%

GENE DUNWOODY 26%

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

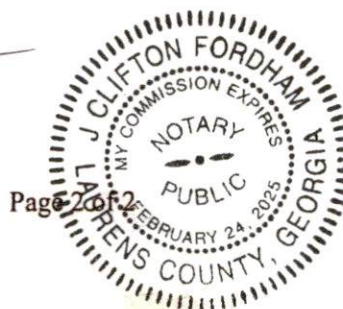
Print and Sign Name

Eugene Cox Dunwoody, Jr. MGR.

Sworn to and subscribed before me this  
31 day of June, 2023.

Notary Public

My commission expires:



Page 2 of 2

Rev. April 2022  
See O-22-0011



# Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: JENNIFER VICE
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> Other: _____               |                                                               |

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

ALEX WRIGHT 50%

JENNIFER VICE 26%

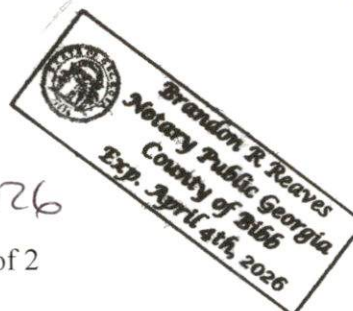
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Jennifer Vice  
Print and Sign Name

Sworn to and subscribed before me this  
31<sup>st</sup> day of July, 2023

Brandon R. Reaves  
Notary Public

My commission expires: April 4th 2026





# Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: ALEXANDER C. WRIGHT

2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

|                                                                 |                                                                     |                                                     |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Building Permit                        | <input type="checkbox"/> Plat Approval                              | <input type="checkbox"/> Building Inspection Report | <input type="checkbox"/> Certificate of Occupancy             |
| <input checked="" type="checkbox"/> Alcohol License (Any)       | <input type="checkbox"/> Privilege License (Any other than alcohol) | <input type="checkbox"/> Political Appointment      | <input type="checkbox"/> Competitive Contract Bid or Proposal |
| <input type="checkbox"/> Non-Competitive Contract over \$50,000 | <input type="checkbox"/> Registering to Bid on Real Property        | <input type="checkbox"/> Other: _____               |                                                               |

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

JENNIFER VICE (26%) OWNERSHIP

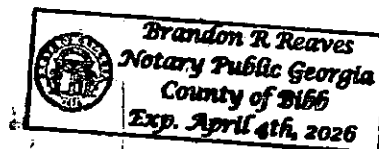
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

ALEXANDER WRIGHT  
Print and Sign Name

Sworn to and subscribed before me this  
24 day of July, 2023

Brandon R. Reaves  
Notary Public

My commission expires April 4th 2026





**Tax Commissioner's Office**  
**188 Third Street**  
**Macon, Georgia 31201**

Reviewed By: \_\_\_\_\_

## OFFICE USE ONLY

### ALCOHOL APPLICATION

Applicant Name: Alexander Wright and Jennifer Vice fingerprinted 06/22/23

Business Name: Aces Worldwide LLC dba ViceBar

Business Address: 499 Martin Luther King Jr Blvd, Macon, GA 31201

|                                                                                                  |                                                                                                                                                                                                  |                               |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| After investigation, I recommend that the license requested herein be:                           |                                                                                                                                                                                                  |                               |
| <input checked="" type="checkbox"/> <b>Granted</b><br><br><input type="checkbox"/> <b>Denied</b> | <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>Deauthorized by:</small><br/> <br/> <small>EDD2F5E165414BA...</small> </div> Sheriff, Macon-Bibb County, Georgia | 9/8/2023<br><br>_____<br>Date |
| <input type="checkbox"/> <b>Denied</b>                                                           | _____<br>Sheriff, Macon-Bibb County, Georgia                                                                                                                                                     | _____<br>Date                 |

|                                                                                       |                                            |               |
|---------------------------------------------------------------------------------------|--------------------------------------------|---------------|
| After investigation, I recommend that the license requested herein be:                |                                            |               |
| <input type="checkbox"/> <b>Granted</b><br><br><input type="checkbox"/> <b>Denied</b> | _____<br>Mayor, Macon-Bibb County, Georgia | _____<br>Date |
| <input type="checkbox"/> <b>Denied</b>                                                | _____<br>Mayor, Macon-Bibb County, Georgia | _____<br>Date |

|                                                                                                  |                                                                                                                                                                                                                                              |               |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| After investigation, I recommend that the license requested herein be:                           |                                                                                                                                                                                                                                              |               |
| <input checked="" type="checkbox"/> <b>Granted</b><br><br><input type="checkbox"/> <b>Denied</b> | <div style="margin-bottom: 10px;">            _____<br/>           Clerk of the Macon-Bibb County Commission, Georgia         </div> <div>            _____<br/>           Clerk of the Macon-Bibb County Commission, Georgia         </div> | _____<br>Date |
| <input type="checkbox"/> <b>Denied</b>                                                           | _____<br>Clerk of the Macon-Bibb County Commission, Georgia                                                                                                                                                                                  | _____<br>Date |



**Tax Commissioner's Office**  
**188 Third Street**  
**Macon, GA 31201**

## **Review Form**

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 9/15/2023 (Date) <sup>DS</sup>  
SD (Initials)

### **Comments**

Legal review completed 9/15/2023. Legal recommends approval.

### **Initials**

<sup>DS</sup>  
SF Stephanie Freeman, Administrative Office Specialist



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A BUDGET TRANSFER WITHIN THE TAX COMMISSIONER’S OFFICE BUDGET, IN THE TOTAL AMOUNT OF \$50,000.00, FROM THE SALARIES AND WAGES - FULL TIME LINE ITEM TO THE CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM FOR THE PURPOSE OF FUNDING EXPENSES RELATED TO THE USE OF TEMPORARY EMPLOYEES; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, on June 20, 2023, the Macon-Bibb County Commission (the “Commission”) did by ordinance O-23-0036 adopt the FY 2024 Budget, said ordinance having become effective on July 1, 2023; and

**WHEREAS**, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body;

**NOW, THEREFORE, BE IT ORDAINED** by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

**Section 1.**

The Commission hereby approves a budget transfer within the Tax Commissioner’s Office budget as follows:

Transfer Out:

1. \$50,000.00 from the Salaries & Wages – Full Time line item;

**Total Out:** \$50,000.00

Transfer In:

1. \$50,000.00 into the Contract Labor – Contractual Services line item;

**Total In:** \$50,000.00



for the purpose of funding the use of temporary employees in the Tax Commissioner's Office and for other lawful purposes in accordance with the budget transfer form attached hereto at Exhibit A, and incorporated herein by reference.

## **Section 2.**

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

## **Section 3.**

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

## **Section 4.**

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

## **Section 5.**

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

## **Section 6.**

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

[Signatures on the following page.]

**SO ORDERED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BY:

\_\_\_\_\_  
LESTER M. MILLER, MAYOR

ATTEST:

\_\_\_\_\_  
JANICE S. ROSS, CLERK OF COMMISSION

(SEAL)

*\\Tc-Storage.Maconbibb.Us\Countyattstorage\ORD MACON-BIBB\2023 Miller Authorizing \$50,000 Transfer In  
Tax Commissioner's Office Budget 9-6-23.Docx*

# **EXHIBIT A**

**Macon-Bibb County**

July 1, 2023 to June 30, 2024

**Budget Amendment**

ATTN: Christy Iulucci

Amendment Number:

1Supplemental  
DepartmentXTax  
Commissioner  
OfficeAdministrative  
(check a box)

Date of Request:

9/1/2023 Department:**Transfer From:**

| <u>Account Title</u>       | <u>Account Number</u> | <u>Amount</u>    |
|----------------------------|-----------------------|------------------|
| Salaries & Wages Full Time | 100.1545.511100.001   | 50,000.00        |
|                            |                       |                  |
|                            |                       |                  |
|                            |                       |                  |
|                            | Total                 | <u>50,000.00</u> |

**Transfer To:**

| <u>Account Title</u>            | <u>Account Number</u> | <u>Amount</u>    |
|---------------------------------|-----------------------|------------------|
| Contract Labor Contractual Svcs | 100.1545.523850.001   | 50,000.00        |
|                                 |                       |                  |
|                                 |                       |                  |
|                                 |                       |                  |
|                                 | Total                 | <u>50,000.00</u> |

**Reason for Transfer-**

To cover payments for Temp Employees thru CertiTemp.

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**Approvals:**InitialsDate

Tax Commissioner Initials/Date

OW 1 Sep 2023

Budget Officer Initials/Date

2023

County Manager Initials/Date

2023

Finance Complete Transfer

Initials/Date

2023

Notes to file:





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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DARSEY CONSTRUCTION, LLC, IN THE AMOUNT OF \$235,282.06, FOR REPAVING THE BIBB COUNTY COURTHOUSE PARKING LOTS, TO BE PAID FROM THE 2018 SPLOST FUND, JUDICIAL, COURTHOUSE, PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County-owned parking lots at the Bibb County Courthouse are in need of repair; and

**WHEREAS**, pursuant to Section 19-8 of the Macon-Bibb County Code of Ordinances, Macon-Bibb County can utilize cooperative purchasing collectives as an authorized alternative method of procurement when “the best interests of Macon-Bibb County would be served thereby;” and

**WHEREAS**, Darsey Construction, LLC has entered into an “Indefinite Quantity Construction Contract” (GA-B07-040820-DAR) with Sourcewell, a cooperative purchasing collective, to perform certain construction projects for certain fixed prices; and

**WHEREAS**, Macon-Bibb County has selected Darsey Construction, LLC to complete the required repaving of the courthouse parking lots through this Sourcewell contract; and

**WHEREAS**, Darsey Construction, LLC will perform the required work for a fixed price of \$235,282.06; and

**WHEREAS**, a copy of the Sourcewell contract with the scope of work for this project is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, Procurement concurs with this contract award; and

**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute an agreement with Darsey Construction, LLC, in the amount of TWO HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED EIGHT-TWO DOLLARS AND 06/100 CENTS (\$235,282.06), to be paid from the 2018 SPLOST Fund, Judicial, Courthouse, Property line item, in a form substantially similar to Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

(SEAL) Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement with Darsey Construction for Courthouse Parking Lot - \$236,282.06.docx*

# **EXHIBIT A**

**CONTRACT MODIFICATION**  
made by and between

**Darsey Construction Co.**  
**322 Pine Rd**  
**Cordele, GA 31015**  
**("Contractor")**

and

**Sourcewell**  
**202 12<sup>th</sup> Street NE, PO Box 219**  
**Staples, MN 56479**

Contractor and Sourcewell have entered into an Indefinite Quantity Construction Contract, Contract Number: **GA-B07-040820-DAR**, with an effective date of April 20, 2020, an initial term of one year, and three (3) bilateral options to extend the term for an additional term. The parties have previously exercised the first bilateral option extending the Contract through April 19, 2022.

Under the Contract terms, a new Construction Task Catalog® is to be furnished on the anniversary of the solicitation to remain in effect for a twelve (12) month period. However, as a result of recent market conditions, the parties have agreed to modify the contract by the issuance of an interim Construction Task Catalog®, which will remain in effect until the earlier of the issuance of the next Construction Task Catalog® or contract expiration.

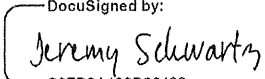
IN CONSIDERATION OF the mutual agreement described in this Modification, the parties agree as follows:

MODIFICATION:

The following will be the interim Construction Task Catalog®, and will remain in effect until the earlier of the issuance of the next Construction Task Catalog® or contract expiration.

May 2021: Sourcewell Georgia, East Central

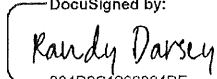
**Sourcewell**

DocuSigned by:  
  
C0FD2A139DD6489...  
By: \_\_\_\_\_  
Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/22/2021 | 3:12 PM CDT

**Darsey Construction Co. – GA-B07-040820-DAR**

DocuSigned by:  
  
984D9C1266394DE...  
By: \_\_\_\_\_  
Randy Darsey

Title: owner

Date: 9/22/2021 | 3:01 PM CDT





## INDEFINITE QUANTITY CONSTRUCTION CONTRACT

IFB NUMBER: GA-040820 – State of Georgia

GEOGRAPHIC AREA: State of Georgia, East Central Georgia Area

This Contract dated April 20, 2020, by and between Sourcewell (Formerly NJPA) and Darsey Construction LLC, at the following address, 322 Pine Road, Cordele, GA 31015 hereinafter referred to as the CONTRACTOR.

WITNESSETH: Sourcewell and CONTRACTOR for the consideration hereafter agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Contract; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC); Book 4 - Technical Specifications) and Addenda thereto; all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by a Sourcewell Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

### ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Contract will be issued by an individual Sourcewell Member. The Purchase Order will require the Contractor to perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price.
- A. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE CONTRACT PRICE

- A. This Contract is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Contract is \$2,000,000. This is only an estimate and may increase or decrease at the discretion of Sourcwell.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

TO BE ENTERED BY SOURCEWELL:

- a. **Normal Working Hours – Non Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1892.  
(Specify to four (4) decimal places)

- b. **Other Than Normal Working Hours – Non Secure Areas :** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2432.  
(Specify to four (4) decimal places)

- c. **Normal Working Hours – Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2519.  
(Specify to four (4) decimal places)

- d. **Other Than Normal Working Hours – Secure Areas:** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2843.  
(Specify to four (4) decimal places)

- e. **Non Pre-priced Adjustment Factor:** To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2908.  
(Specify to four (4) decimal places)

#### ARTICLE 4. TERM OF THE CONTRACT

- A. This Contract has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Contract cannot exceed two (4) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original two-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Contract on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Contract at any time.
- B. All Purchase Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Purchase Order.

#### ARTICLE 5. SOFTWARE LICENSING

- A. Sourcewell selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for Sourcewell and Sourcewell Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

#### ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and Sourcewell Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Contract expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary

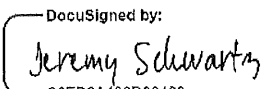
Information.

- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.
- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by Sourcwell or a Sourcwell Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

By:

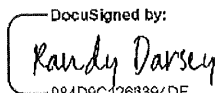
Sourcwell

DocuSigned by:  
  
C0FD2A139D06489...

Authorized Signature

Jeremy Schwartz- Director of Operations & Procurement/CPO  
Print Name

Contractor

DocuSigned by:  
  
984D9C1263394DE...

Authorized Signature

Randy Darsey  
Print Name

STATE CONTRACT THROUGH  
GORDIAN

**SPLOST**

Requisition approval

Project: COURTHOUSE

Company: DANSEY CONSTRUCTION CO

Amount: \$235,282.06

Account # 323,2000.0003,541000

PO #                     

Date 9/21/23

Approval:

Clay Murphey  
Clay Murphey, Contract Oversight

9/21/23  
Date

Julia Moore  
Julia Moore, Budget Department

9/22/23  
Date





## Work Order Signature Document

EZIQC Contract No.: GA-B07-040820-DAR

☒

New Work Order



Modify an Existing Work Order

Work Order Number: 120883.00

Work Order Date: 09/08/2023

Work Order Title: MBC - Courthouse Parking Lots

Owner Name: Macon-Bibb County

Contractor Name: Darsey Construction Co

Contact: Robert Belew

Contact: Dustin Darsey

Phone: 478-621-6791

Phone: 229-591-6767

### Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-B07-040820-DAR.

#### Brief Work Order Description:

Repair 5 parking lots

#### Time of Performance

See Schedule Section of the Detailed Scope of Work

#### Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$235,282.06

Owner Purchase Order Number:

### Approvals

Owner

Date

Contractor

Date

**Detailed Scope of Work**

---

**To:** Dustin Darsey  
Darsey Construction Co  
322 Pine Road  
Cordele, GA 31015  
229-591-6767

**From:** Robert Belew  
Macon-Bibb County

478-621-6791

**Date Printed:** September 08, 2023

**Work Order Number:** 120883.00

**Work Order Title:** MBC - Courthouse Parking Lots

**Brief Scope:** Repair 5 parking lots

☐

Preliminary

☐

Revised

☒

Final

---

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see attached Detailed Scope of Work (DSOW)

---

Contractor

---

Date

---

Owner

---

Date

Contractor's Price Proposal - Summary

Date: September 08, 2023  
IQC Master Contract #: GA-B07-040820-DAR  
Work Order Number: 120883.00  
Owner PO #:  
Work Order Title: MBC - Courthouse Parking Lots  
Contractor: Darsey Construction Co  
Proposal Name: MBC - Courthouse Parking Lots  
Proposal Value: \$235,282.06

No Category Input \$235,282.06

Proposal Total \$235,282.06

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

# Contractor's Price Proposal - Detail

**Date:** September 08, 2023  
**IQC Master Contract #:** GA-B07-040820-DAR  
**Work Order Number:** 120883.00  
**Owner PO #:**  
**Work Order Title:** MBC - Courthouse Parking Lots  
**Contractor:** Darsey Construction Co  
**Proposal Name:** MBC - Courthouse Parking Lots  
**Proposal Value:** \$235,282.06

| Sect.             | Item             | Modifier | UOM                                                | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Line Total  |
|-------------------|------------------|----------|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Labor             | Equip.           | Material | (Excluded if marked with an X)                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
| No Category Input |                  |          |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
| 1                 | 01 22 16 00 0002 |          | EA                                                 | Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal. | \$9,916.10  |
|                   |                  |          |                                                    | Quantity Unit Price Factor = Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |
|                   |                  |          | Installation 9,014.64 x 1.00 x 1.1000 = 9,916.10   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
|                   |                  |          | P&P BOND                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
| 2                 | 01 22 16 00 0002 |          | EA                                                 | Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal. | \$26,000.00 |
|                   |                  |          |                                                    | Quantity Unit Price Factor = Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |
|                   |                  |          | Installation 26,000.00 x 1.00 x 1.0000 = 26,000.00 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
|                   |                  |          | For opening of Asphalt Plant on the Weekend        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
| 3                 | 01 22 23 00 0182 |          | WK                                                 | 10' Wide Paving Machine With Full-Time Operator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$38,332.75 |
|                   |                  |          |                                                    | Quantity Unit Price Factor = Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |
|                   |                  |          | Installation 2.00 x 15,416.97 x 1.2432 = 38,332.75 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
| 4                 | 01 22 23 00 0223 |          | WK                                                 | 3 Ton, Double Smooth Drums, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$8,049.89  |
|                   |                  |          |                                                    | Quantity Unit Price Factor = Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |
|                   |                  |          | Installation 2.00 x 3,237.57 x 1.2432 = 8,049.89   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
| 5                 | 01 22 23 00 1458 |          | WK                                                 | 18 CY Rear Dump Truck With Full-Time Truck Driver                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$14,812.06 |
|                   |                  |          |                                                    | Quantity Unit Price Factor = Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |
|                   |                  |          | Installation 2.00 x 5,957.23 x 1.2432 = 14,812.06  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
| 6                 | 01 55 26 00 0041 |          | WK                                                 | Channelizer Drum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$3,002.33  |
|                   |                  |          |                                                    | Quantity Unit Price Factor = Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |
|                   |                  |          | Installation 300.00 x 8.05 x 1.2432 = 3,002.33     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
|                   |                  |          | 150 drums for 2 weeks                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
| 7                 | 01 55 26 00 0148 |          | EA                                                 | Placement And Removal Of Up To 250 Panels/Channelizers Using Truck                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$579.95    |
|                   |                  |          |                                                    | Quantity Unit Price Factor = Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |
|                   |                  |          | Installation 150.00 x 3.11 x 1.2432 = 579.95       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |

# Contractor's Price Proposal - Detail Continues..

Work Order Number: 120883.00  
Work Order Title: MBC - Courthouse Parking Lots

Proposal Name: MBC - Courthouse Parking Lots  
Proposal Value: \$235,282.06

| Sect.             |                  | Item     | Modifier                       | UOM       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Line Total         |
|-------------------|------------------|----------|--------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Labor             | Equip.           | Material | (Excluded if marked with an X) |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |
| No Category Input |                  |          |                                |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |
| 8                 | 01 71 13 00 0003 |          | EA                             |           | Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc. | \$9,941.85         |
|                   |                  |          | Installation                   | Quantity  | Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Factor = Total     |
|                   |                  |          |                                | 6.00      | 1,332.83                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1.2432 = 9,941.85  |
| 9                 | 32 12 13 13 0006 |          | SY                             |           | Tack Coat, 0.11 Gallon/SY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$22,136.67        |
|                   |                  |          | Installation                   | Quantity  | Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Factor = Total     |
|                   |                  |          |                                | 15,090.00 | 1.18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.2432 = 22,136.67 |
| 10                | 32 12 13 13 0006 | 0392     | MOD                            |           | For >5,000, Deduct                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | -\$1,500.79        |
|                   |                  |          | Installation                   | Quantity  | Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Factor = Total     |
|                   |                  |          |                                | 15,090.00 | -0.08                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1.2432 = -1,500.79 |
| 11                | 32 12 16 13 0003 |          | SY                             |           | 1" Thick Bituminous Hot Mix Intermediate Binder CourseIncludes placement, rolling, finishing and sweeping.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$50,557.90        |
|                   |                  |          | Installation                   | Quantity  | Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Factor = Total     |
|                   |                  |          |                                | 7,545.00  | 5.39                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.2432 = 50,557.90 |
| 12                | 32 12 16 13 0014 |          | SY                             |           | 1" Thick Bituminous Hot Mix Surface Wearing CourseIncludes placement, rolling, finishing and sweeping.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$49,244.71        |
|                   |                  |          | Installation                   | Quantity  | Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Factor = Total     |
|                   |                  |          |                                | 7,545.00  | 5.25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.2432 = 49,244.71 |
| 13                | 32 17 23 13 0004 |          | LF                             |           | Single 6" Wide Solid Line, Epoxy Reflective Pavement Striping                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$3,532.68         |
|                   |                  |          | Installation                   | Quantity  | Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Factor = Total     |
|                   |                  |          |                                | 3,840.00  | 0.74                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.2432 = 3,532.68  |
| 14                | 32 17 23 13 0021 |          | EA                             |           | Through Lane Arrow, Epoxy Reflective Pavement MarkingApproximate overall dimensions: 3-1/2' width x 10' height.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$479.68           |
|                   |                  |          | Installation                   | Quantity  | Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Factor = Total     |
|                   |                  |          |                                | 4.00      | 96.46                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1.2432 = 479.68    |
| 15                | 32 17 23 13 0084 |          | EA                             |           | Handicap Symbol For Van Parking Stalls, Painted Pavement Marking For Parking AreasApproximate overall dimensions: 4-1/3' width x 5' height. White or blue symbol. Excludes striping.                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$196.28           |
|                   |                  |          | Installation                   | Quantity  | Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Factor = Total     |
|                   |                  |          |                                | 4.00      | 39.47                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1.2432 = 196.28    |

**Subtotal for No Category Input** **\$235,282.06**

**Proposal Total** **\$235,282.06**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



**Client - Macon-Bibb County**

**Detailed Scope of Work**

Print Date: September 08, 2023  
 Work Order Number: 120883.00  
 Work Order Title: MBC - Courthouse Parking Lots  
 Contractor: GA-B07-040820-DAR - Darsey Construction Co  
 Brief Scope: Repair 5 parking lots

|                                                                                                          |                                                                    |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <b>To:</b> Dustin Darsey<br>Darsey Construction Co<br>322 Pine Road<br>Cordele, GA 31015<br>229-591-6767 | <b>From:</b> Robert Belew<br>Macon-Bibb County<br><br>478-621-6791 |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

**Detailed Scope:**

Please see attached Detailed Scope of Work (DSOW)

|       |      |
|-------|------|
|       | Date |
| Owner |      |

|            |      |
|------------|------|
|            | Date |
| Contractor |      |

Darsey Construction LLC.  
Scope of Work  
Macon Bibb County  
Bibb County Courthouse  
601 Mulberry St, Macon, GA 31201

**Summary Scope**

Provide Work necessary for the repaving of the Bibb County Courthouse parking lots.

**Drawings and Specifications**

Referenced and attached hereto (if any):

**Detailed Scope of Work**

- Work to be Performed on Weekends
- Macon-Bibb responsible for blocking off access to parking lots

Prep, clean and sweep debris from all areas  
Apply AC tack coat adhesive  
Install 1" of PERMAFLEX asphalt and compact with  
smooth drum roller  
Then install 1" of state 9.5 mm asphalt and compact  
with smooth drum roller  
Restripe parking lines, numbers and handicap spaces as  
needed

**Details that Apply to All Work Areas:**

1. Contractor shall utilize the latest issue of the Sourcewell Specifications for all work.
2. Submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.
3. Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. Contractor shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area, and finishing with magnetic pickup to insure safety and cleanliness.
4. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
5. Contractor shall verify all new and existing conditions and dimensions at job site prior to the proposed process start of construction, and during construction.
6. The Contractor shall perform all work, make all deliveries and have access to work areas between 7:30 A.M. and 5:00 P.M. Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense. Contractor shall coordinate inspections as required.
7. Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to beginning work.
8. Contractor shall obtain approvals in advance for all lay down and storage areas.
9. All salvageable materials remain the property of the Owner.
10. Contractor shall coordinate inspections as required.

11. The Contractor shall keep at the site one copy of all drawings and specifications in good order with all addenda and change orders noted thereon and available to the owner & Architect and to his representative(s).
12. Prior to any shut-down of any system (electrical, mechanical, etc.), Contractor shall supply, not less than five (5) working days notice to the Architect with a copy to the Owner. No shutdown of any system shall occur until the Contractor has received permission from the Owner in writing.
13. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.
14. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.
15. Contractor shall not be required to pay Davis Bacon Wage Rates.

**Exclusions:**

Any and all work associated with hazardous materials including asbestos, lead, and mold is excluded from this scope of work. If at any time hazardous materials are uncovered, work will stop until the appropriate method of abatement or removal is determined. Method of removal may initiate a contract modification.

**Submittals:**

1. Contractor to supply list of Subcontractors utilized at pre-project planning meeting. Currently Darsey Construction LLC intends to subcontract Mid-State Paving for this project.
2. The Contractor shall submit for approval the manufacturer's cut sheets for materials utilized for this project prior to commencing any work.
3. Contractor will provide color chart for color to be determined by owner.

**Permitting:**

At the time of issuance of a Purchase Order for this Work, it is understood that permits are not required for this Work. If this changes, the Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

**Project Schedule**

1. All work shall be completed during normal working hours (7:30am to 5pm) as directed by Owner.
2. Contractor to propose a detailed construction schedule and submit with proposal package.
3. Project construction will be scheduled upon receipt of the PO.
4. The work shall be completed within 120 calendar days from date of the Project Start. The Contractor will coordinate a specific schedule for on-site activities with the Owner's representative.

**Owner Responsibilities**

1. Coordinate any State Fire Marshal approvals as necessary.
2. Provide access to the worksite during normal working hours.

**Contract Document Order of Precedence:**

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
2. Owner issued Contract Documents
  - a. Specifications, Drawings, and Sketches.
  - b. Other documents referenced immediately above.

### 3. EZIQC master contract document



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$42,727.00 TO PROVIDE SHELTER SERVICES TO INDIVIDUALS AND FAMILIES INVOLVED IN DOMESTIC VIOLENCE SITUATIONS; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, Crisis Line & Safe House of Central Georgia, Inc. (CL&SH) has applied for CDBG funding in the amount of \$42,727.00 from the Macon-Bibb County Economic and Community Development Department; and

**WHEREAS**, CL&SH intends to utilize CDBG funds to provide accommodations, meals, groceries, and supplies to up to 125 individuals and families involved in domestic violence situations within a 12-month period, along with comprehensive services; and

**WHEREAS**, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG activity and has selected CL&SH for award of these funds; and

**WHEREAS**, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and



**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Crisis Line & Safe House of Central Georgia, Inc. for the County to provide Community Development Block Grant funding in the amount of FORTY TWO THOUSAND SEVEN HUNDRED TWENTY-SEVEN DOLLARS AND 00/100 CENTS (\$42,727.00) to Crisis Line & Safe House of Central Georgia, Inc. to provide shelter services to individuals and families involved in a domestic violence situations, as provided in Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement Crisis Line and Safe House for CDBG Funds  
- \$42,727.00.docx*

# **EXHIBIT A**

**AGREEMENT BETWEEN  
MACON-BIBB COUNTY GOVERNMENT  
AND  
CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC.  
915 Hill Park, Suite 100C  
Macon, Georgia 31201  
Phone 478-745-9292**

**PROVIDING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Crisis Line & Safe House of Central Georgia, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

**Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"**

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

**Department**

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

**Grantee**

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

**HUD**

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

**Project**

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and Moderate-Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Household**

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

**Duplicated Count**

A duplicated count is comprised of several units of service or services provided to one participant.

**Unduplicated Count**

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

**ARTICLE II**  
**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated



to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

### **ARTICLE III** **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023-June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements be included in contracts for recipients of federal grant awards acting as pass-through entities.

**Federal Award:**

Community Development Block Grant

**Subrecipient Name:**

Crisis Line & Safe House of Central Georgia, Inc.

**UEI Number:**

L2N8CXVX798

**Federal Award Identification Number:**

B-23-MC-13-0005

**Federal Award Date:**

August 16, 2023

**Subaward period of performance start and end date:**

July 1, 2023, thru June 30, 2024

**Federal Funds Obligated:**

\$42,727.00

**Project Description:**

To provide shelter services to individuals/families involved in domestic violence situations within a 12-month period, along with comprehensive services.

**Federal Awarding Agency/Pass-Through Entity:**

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

**CFDA Name and Number:**

Community Development Block Grants/Entitlement Grants; 14.218

**Research and Development:**

No

**Provision:**

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities" is defined as depreciation on

buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

#### **ARTICLE IV** **PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FORTY-TWO THOUSAND SEVEN HUNDRED AND TWENTY-SEVEN DOLLARS AND 00/100 CENTS (\$42,727.00)** (hereinafter the "Grant") to implement the following project (s): "**Crisis line & Safe House Shelter**" **PY2023 program**. This program shall provide shelter services to persons/families involved in a domestic violence situation within a 12-month period, along with comprehensive services. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

#### **ARTICLE V** **NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

**If to M-BCG:** Macon-Bibb County  
Attention: Lester M. Miller, Mayor  
Government Center  
700 Poplar Street  
Macon, Georgia 31201

**With copy to:** Economic and Community Development Department  
Attention: Wanzina Jackson, Director  
688 Walnut Street, Suite 101  
Macon, Georgia 31201  
Phone: 478-751-7190  
Facsimile: 478-910-2347

If to Sub-grantee Crisis Line & Safe House  
Attention: DeAlvah Simms, Executive Director  
915 Hill Park, Suite 100C  
Macon, GA 31201  
Phone: 478-745-9292  
Facsimile: 478-330-5535

## **ARTICLE VI**

### **GENERAL CONDITIONS**

#### **A. General Compliance**

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **B. Independent Contractor**

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

#### **C. Hold Harmless**

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **D. Workers' Compensation**

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### **E. Insurance & Bonding**

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR

part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

#### F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

#### H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or

- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

## **ARTICLE VII**

### **ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

#### **B. Documentation and Recordkeeping**

##### **1. Records to be Maintained**

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24



CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

## 2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

## 3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

## 4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing

statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

## 6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

## C. Reporting and Payment Procedures

### 1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

### 2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, the Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

- (c) Timesheets shall be submitted as backup documentation for salary reimbursement.
- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State, and Local guidelines.
- (ii) Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

### 3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15<sup>th</sup> of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

## D. Procurement

### 1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

## 2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

## 3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

## 4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
  - (a) Transferred to the M-BCG for the CDBG program, or
  - (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

## **ARTICLE VIII**

### **PERSONNEL & PARTICIPANT CONDITIONS**

#### **A. Civil Rights**

##### **1. Compliance**

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b), and Section 109 of Title I

of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

##### **2. Nondiscrimination**

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

##### **3. Section 504**

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### **B. Affirmative Action**

##### **1. Approved Plan**

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.



## 2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C.

632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed

or Spanish-heritage Americans, Asian Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## 3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## 4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

## C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

## D. Conduct

### 1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

### 2. Subcontracts

#### (a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the

performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest

in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected

or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

## 5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

## 6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

**ARTICLE IX**  
**SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**ARTICLE X**  
**SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**ARTICLE XI**  
**WAIVER**

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**ARTICLE XII**  
**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

**ARTICLE XIII**  
**CHOICE OF LAW AND VENUE**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST: MACON-BIBB COUNTY

\_\_\_\_\_  
Janice S. Ross, Macon-Bibb County  
Clerk of Commission

\_\_\_\_\_  
Lester M. Miller, Mayor

\_\_\_\_\_  
Date

ATTEST: ECONOMIC AND COMMUNITY  
DEVELOPMENT DEPARTMENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wanzina Jackson, Director

\_\_\_\_\_  
Date

ATTEST: CRISIS LINE & SAFE HOUSE OF CENTRAL  
GEORGIA, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by: DeAlvah Simms, Executive Director

\_\_\_\_\_  
Date



## EXHIBIT "A"

### SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Crisis Line and Safe House, Domestic Violence Shelter, Crisis Line, and Outreach Program in Macon-Bibb County PY2023 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

#### I. SCOPE OF SERVICES

##### A. Activity

##### **DESCRIPTION OF ACTIVITY**

Crisis Line & Safe House Shelter Program shall provide shelter services to 125 persons/families involved in a domestic violence situation within a 12-month period, along with comprehensive services. Each of the uses of CDBG funds below represents a vital part of accomplishing the goals set out individually for clients and collectively for the agency.

##### **IMPLEMENTATION PLANS**

Low-income persons/families involved in domestic abuse enter this program through the 24-Hour crisis line. Eligible participants reside at the shelter or local e and participate in onsite case management. Services shall be administered within an undisclosed location for the safety of the domestic violence victims. Services to the clients shall be comprised of case management, advocacy, meals, clothing, transportation, therapy, linkage to resources for self-sufficiency, and other services needed to stabilize the client/family. All current and former residential clients are eligible to attend the weekly support group held at the shelter. Many former residents are choosing to participate in the non-residential weekly support group held at the counseling center. The initial case plan meeting will be held with all adult shelter residents who are in shelter for 4+ days. Program staff will provide all of these services to clients. CDBG funds will pay operating expenses for the 24-Hour crisis hotline, communication services including phone and internet, copier, scanner and fax rental, hotline advertising, rent for the shelter portion of the outreach office, and the power, gas, and water bills for the shelter. This permits normal office and residential functions at the Safe House to be maintained.

##### **DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES**

**Executive Director:** Oversees program; reviews and approves CDBG paperwork; responsible for the oversight of the monthly grant reporting and reimbursement requests.

**Deputy Director/Legal Advocacy Program Director:** Oversees program; has primary responsibility for Legal Advocacy program; provides continuation services to residents after exiting the shelter.

**Shelter Director:** Oversees daily operations, staff, and paperwork completion; assesses clients for program eligibility.

**Child Advocate:** Assesses clients for program eligibility; maintains crisis hotline.

**Family Advocates (2):** Assesses clients for program eligibility; maintains crisis hotline.

**B. National Objectives**

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

**C. Levels of Accomplishment - Goals and Performance Measures**

The Subgrantee agrees to provide the following levels of program services:

| Activity                                                 | Units Per Month  | Projected Schedule         | Projected Outcome                                                                                              |
|----------------------------------------------------------|------------------|----------------------------|----------------------------------------------------------------------------------------------------------------|
| 1) 24-Hour Shelter Facility and on-site case management. | Average 10/month | July 1, 2023-June 30, 2024 | To provide shelter services to 125 low-and-moderate-income victims of domestic abuse.                          |
| 2) 24-Hour Crisis Line services                          | Average 10/month | July 1, 2023-June 30, 2024 | To ensure those who call the Crisis Line are directed to the necessary services that will aid in their safety. |
| Total Number Served                                      |                  |                            | 125 individuals served                                                                                         |

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

**D. Performance Monitoring**

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15<sup>th</sup> of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

## E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2023, and end on June 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

| <u>Line Item</u>                                                 | <u>Amount</u>      |
|------------------------------------------------------------------|--------------------|
| Shelter Operating Expenses                                       | \$ 4,000.00        |
| 31-day bus passes (64x\$50=\$3200)                               |                    |
| 10-ride bus passes (30x\$12=\$360)                               |                    |
| 20-ride bus passes (22x\$20=\$440)                               |                    |
| Shelter Operating Expenses: Communication (Phone & Internet)     | \$ 3,960.00        |
| Shelter/Hotline Operating Expenses: Communication (Phone System) | \$ 1,560.00        |
| Shelter Operating Exp (Director Cell)                            | \$ 4,597.00        |
| Shelter Operating Exp (Utilities Water)                          | \$ 2,220.00        |
| Shelter Operating Exp (Utilities Power)                          | \$ 7,631.00        |
| Shelter/Outreach Operating Exp (Copier; Scanner)                 | \$ 4,000.00        |
| Outreach Operating Exp (Rent)                                    | \$ 4,200.00        |
| Shelter Operating Exp (Yellow pages)                             | \$ 918.00          |
| Shelter Operating Exp (Shelter supplies)                         | \$ 5,788.00        |
| Indirect Costs                                                   | \$ 3,853.00        |
| <b>TOTAL</b>                                                     | <b>\$42,727.00</b> |

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$42,727.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

**EXHIBIT "B"**  
**PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$24,317.00 TO PROVIDE MENTORING SERVICES TO AT-RISK YOUTH; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department (“ECD”) of the Macon-Bibb County Government and funded by an Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, Big Brothers Big Sisters of the Heart of Ga, Inc. (“BBBS”) has applied for CDBG funding in the amount of \$24,317.00 from ECD; and

**WHEREAS**, BBBS intends to utilize CDBG funds to provide mentoring services to at-risk youth, who will be matched with a mentor and will receive services in an in-person or virtual environment several hours each month; and

**WHEREAS**, BBBS will provide enrichment activities for adults and youth to participate in including programs that support financial health, job search and career options, mental health, and education support; and

**WHEREAS**, the Macon-Bibb County ECD has determined this to be an eligible CDBG activity and has selected BBBS for award of these funds; and

**WHEREAS**, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and



**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Big Brothers Big Sisters of the Heart of Ga, Inc. for the County to provide Community Development Block Grant funding in the amount of TWENTY-FOUR THOUSAND THREE HUNDRED SEVENTEEN DOLLARS AND 00/100 CENTS (\$24,317.00) to Big Brothers Big Sisters of the Heart of Ga, Inc. to provide mentoring services to at-risk youth in Macon-Bibb County, as provided in Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement Big Brothers Big Sisters for CDBG Funds - \$24,317.00.docx*

# **EXHIBIT A**

**AGREEMENT BETWEEN  
MACON-BIBB COUNTY GOVERNMENT  
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT  
AND  
BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC.  
171 Emery Highway  
Macon, Georgia 31217  
Phone 478-745-3984  
  
PROVIDING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Big Brothers Big Sisters of the Heart of GA, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

**Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"**

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

**Department**

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

**Grantee**

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant Coronavirus awarded by HUD.

**HUD**

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

**Project**

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and Moderate-Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Household**

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

**Duplicated Count**

A duplicated count is comprised of several units of service or services provided to one participant.

**Unduplicated Count**

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

**ARTICLE II**  
**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated

to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

### **ARTICLE III** **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023 thru June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements be included in contracts for recipients of federal grant awards acting as pass-through entities.

**Federal Award:**

Community Development Block Grant

**Subrecipient Name:**

Big Brothers Big Sisters of the Heart of GA, Inc.

**UEI Number:**

VLDJHBM TDDD4

**Federal Award Identification Number:**

B-23-MC-13-0005

**Federal Award Date:**

August 16, 2023

**Subaward period of performance start and end date:**

July 1, 2023, thru June 30, 2024

**Federal Funds Obligated:**

\$24,317.00

**Project Description:**

To provide mentoring program services for at-risk youth.

**Federal Awarding Agency/Pass-Through Entity:**

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

200 Cherry Street, Suite 100

Macon, GA 31217

**CFDA Name and Number:**

Community Development Block Grants/Entitlement Grants; 14.218

**Research and Development:**

No

**Provision:**

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on



buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

#### **ARTICLE IV** **PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TWENTY-FOUR THOUSAND THREE HUNDRED AND SEVENTEEN DOLLARS AND 00/100 CENTS (\$24,317.00)** (hereinafter the "Grant") to implement the following project (s): **"Big Brother Big Sisters of the Heart of Georgia, Inc (Mentoring for Change) PY2023 CDBG program,"** to provide mentoring services to at-risk youth of Bibb County. Youth will be matched with a mentor, who will meet one-on-one in-person or virtually for several hours each month. BBBS will also provide enrichment activities in-person or virtually for adults and youths to participate in, including programs supporting financial health, job search and career options, mental health, and education support. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

#### **ARTICLE V** **NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County  
Attention: Lester M. Miller, Mayor  
Government Center  
700 Poplar Street  
Macon, Georgia 31201

With copy to: Economic and Community Development Department  
Attention: Wanzina Jackson, Director  
688 Walnut Street, Suite 1001  
Macon, Georgia 31201  
Phone: 478-751-7190  
Facsimile: 478-910-2347

If to Sub-grantee Big Brothers Big Sisters of the Heart of GA, Inc.  
Attention: Betsy Fitzgerald, CEO  
171 Emery Highway  
Macon, Georgia 31217  
Phone: 478-745-3984

## **ARTICLE VI**

### **GENERAL CONDITIONS**

#### **A. General Compliance**

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

#### **C. Hold Harmless**

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **D. Workers' Compensation**

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### **E. Insurance & Bonding**

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

#### F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

#### H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or

- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

## **ARTICLE VII**

### **ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another (CDBG) eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

## B. Documentation and Recordkeeping

### 1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the (CDBG) program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the (CDBG) program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

### 2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

### 3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

### 4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG, and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

## 6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

## C. Reporting and Payment Procedures

### 1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

### 2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only



during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

### 3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15<sup>th</sup> of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

## D. Procurement

### 1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

## 2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

## 3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

## 4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

**ARTICLE VIII**  
**PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

**2. Nondiscrimination**

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

**3. Section 504**

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**B. Affirmative Action**

**1. Approved Plan**

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

## 2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## 3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## 4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

## C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

## D. Conduct

### 1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

### 2. Subcontracts

#### (a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

**(b) Monitoring**

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

**(c) Content**

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

**(d) Selection Process**

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

**(e) Employee Verification**

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

**3. Hatch Act**

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

**4. Conflict of Interest**

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG -assisted activity, or with respect to the proceeds from the CDBG -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

## 5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

## 6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.



8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

**ARTICLE IX**  
**SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**ARTICLE X**  
**SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**ARTICLE XI**  
**WAIVER**

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**ARTICLE XII**  
**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

**ARTICLE XIII**  
**CHOICE OF LAW AND VENUE**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

**(Signatures on following page)**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST: MACON-BIBB COUNTY

\_\_\_\_\_  
Janice S. Ross, Macon-Bibb County  
Clerk of Commission

\_\_\_\_\_  
Lester M. Miller, Mayor

\_\_\_\_\_  
Date

ATTEST: ECONOMIC AND COMMUNITY  
DEVELOPMENT DEPARTMENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wanzina Jackson, Director

\_\_\_\_\_  
Date

ATTEST: BIG BROTHERS BIG SISTERS OF THE  
HEART OF GA, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Betsy Fitzgerald, CEO

\_\_\_\_\_  
Date

## EXHIBIT "A"

### SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Big Brothers, Big Sisters of the Heart of Georgia, Mentoring for Change in Macon-Bibb County 2023 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

#### I. SCOPE OF SERVICES

##### A. Activity

#### DESCRIPTION OF ACTIVITY

Big Brothers Big Sisters of the Heart of Georgia ("BBBS") will provide mentoring program services to 50 at-risk youth of Macon-Bibb County. Youth will be matched with a mentor, who will meet one-on-one in-person or virtually for several hours each month. BBBS will also provide enrichment activities in-person or virtually for adults and youth to participate in, including programs supporting financial health, job search and career options, mental health, and education support.

Program services will focus on young people ages 6-18 living in Macon-Bibb with one or more of the following risk factors:

- Screened as being low risk to public safety by a juvenile justice agency
- Post-adjudication as part of an alternative to detention approach authorized by the court and supportive service while on probation or community supervision
- Having a sibling, parent, or significant family member who has been incarcerated; or a sibling involved with the juvenile justice system
- Dealing with opioid/substance abuse problems
- Teen Pregnancy
- Living in a single-parent household
- Living at or below the poverty line
- School dropout or inconsistent attendance

#### IMPLEMENTATION PLANS

##### General Administration

All of our core mentoring practices align with the standards outlined in the *Elements of Effective Practices for Mentoring*, including the benchmarks and enhancements outlined in the checklist. Our standards have evolved but have always been followed for over 70 years.

We have addressed each standard below:

**Standard 1 – Recruitment:** Our recruitment process for mentors and parents/caregivers starts with a candid conversation with one of our customer relations staff that sets expectations for the program, including the benefits, practices, and challenges. We help young people and their parents understand what mentoring is and what they can expect from a mentoring relationship. Written statements outline eligibility requirements for mentors and mentees in the program.

**Standard 2 – Screening:** Safety is a top priority. Mentor screening begins with an application to the program, a comprehensive criminal background check including searching national and local criminal records database along with sex offender and child abuse registries. We conduct a reference check with three references, including personal and professional contacts. If the reference checks and references are satisfactory, we complete an in-depth, face-to-face interview with the mentor. The mentor agrees to a one-year minimum commitment (12 months for our community-based program, school year for school-based. The parent/guardian agrees to participate in enrichment activities provided by the agency or agency partners.

**Standard 3 – Training:** Mentor training includes a minimum of two hours of in-person or online, pre-match training that includes the following topics:

- Program rules
- Mentor's goals and expectations for the mentor/mentee relationship
- Mentor's obligations and appropriate roles
- Relationship development and maintenance
- Ethical issues that may arise related to the mentoring relationship
- Effective closure of the mentoring relationship
- How to access the support available to all mentors

The program provides evidence-based training materials to use for the sessions, and additional pre-match training opportunities are offered beyond the two hour, in-person requirement. The program address the following developmental topics in the training:

- Youth development process
- Cultural, gender, and economic issues
- Opportunities and challenges associated with mentoring youth involved with juvenile justice

The program also uses the training to continue to screen mentors for suitability and develops techniques for early troubleshooting should problems be identified. Ongoing training, as identified by monthly match support contacts, is provided to volunteers, youth, and parents/guardians as needed.

For mentees and their parent/guardian(s), we provide an introductory orientation to train on the following topics:

- Program guidelines
- Mentor's obligations and appropriate roles
- Mentees' obligations and appropriate roles
- Parent/guardian involvement guidelines

We utilize a signed match agreement to make sure all parties understand their roles.

**Standard 4 – Matching:** BBBS assesses a number of factors including the aims/goals of the specific program, and the characteristics of the mentor and mentee. For example, we look at interests, proximity, availability, age, gender, race, ethnicity, personality and expressed preferences of mentor, mentee, and parent/guardian, when making matches. We conduct an initial match meeting with BBBS program staff in attendance, to introduce the participants, review the “ground rules,” discuss and develop a Youth Outcomes Development Plan (YODP), and celebrate the new mentoring relationship.

**Standard 5 – Monitoring and Support:** BBBS program staff contact the mentor, mentee, and parent/guardian at least twice the first month, and a minimum of once a month, every month thereafter. This contact allows us to document information about each mentor-mentee contact, including, at a minimum, the date, length, and nature of contact. BBBS staff provides mentors with expert advice during these conversations. Web-based resources, mentor support groups, and social service referrals to help mentors negotiate challenges in the mentoring relationships as they arise. We follow evidence-based protocol to elicit more in-depth assessment from the mentor and mentee about their relationship while using scientifically tested relationship assessment tools developed by Big Brothers Big Sisters of America.

Our agency will also provide one or more opportunities per year for post-match mentor training as well as group activities for the mentors and their mentees. We offer information about activities that matches may wish to participate in together and provide donated tickets for activities. We also thank mentors and partners annually, recognizing their contributions during the year.

**Standard 6 – Closure:** BBBS has procedures in place to manage anticipated and unanticipated closures, including a system for a mentor or mentee rematch, when appropriate. We conduct and document exit interviews with mentors and mentees. We encourage all matches that are on track to continue in the program. We have a written statement outlining terms of match closure and policies for mentor/mentee contact after a match ends.

### **Other Notes**

Due to COVID-19, program delivery will be revised as needed to ensure the safety of our youth, mentors, and their families. We will follow all CDC and government guidelines. Match meetings, recruitment, events, interviews, training and other program activities may take in virtual and in-person environments.

## **DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES**

The Director of Programs, Jessica Brown, will oversee project implementation. This position will be responsible for quality assurance and staff supervision.

The President & CEO, Betsy Fitzgerald, will oversee the overall operations of the program, data collection, and reporting. In addition, she will play a key role in volunteer and partner cultivation and recruitment while expanding agency funding. The Director of Programs will set goals and recruitment targets for program staff. She will also be responsible for oversight of all finance, accounting, and financial reporting activities. She will ensure the agency has the systems and procedures in place to support effective program implementation and conduct flawless audits. She will work closely with program members, not only to educate them regarding finance and accounting procedures but also to explore how the finance function can support program operations. She will ensure that the program implementation and program audits are completed correctly.

Our Mentoring Relationship Specialists will support this project. Although each specialist will provide customer service, each will provide additional services based on their job focus including recruitment, mentor and child enrollment, training, match support, and family and match engagement activities.

Grant funds will support a Mentoring Relationship Specialist, who will recruit mentors and youth, match, and provide match support. This grant will also support a part-time Mentoring Relationship Specialist who will provide customer service to the matches.

Program quality is ensured by hiring staff holding at least a Bachelors Degree in related fields including social work, counseling, or education. An exception may be made if an employee demonstrates significant equivalent work experience. The President & CEO has over 23 years of nonprofit experience, including serving disadvantaged children, and serves as a foundation for training and support to ensure adherence to grant requirements.

#### B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

#### C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

| Activity                                                                                                                                                                                                                                                                       | Units Per Month       | Projected Schedule         | Projected Outcome                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) Mentoring Services<br>Availability and accessibility of services to low income families. Services are at no-cost 100% of our families and volunteers.<br><br>Services support and enhance existing social supports, creating strong individuals, families, and communities. | 4-12 hours each month | July 1, 2023-June 30, 2024 | 80% of program youth improve their attitudes towards risky behaviors including using tobacco, drugs, drinking, skipping school, hitting someone, and breaking rules in school.<br>80% of youth in the program will avoid any new involvement with the juvenile justice system.<br>50 Youth-Mentor matches |
| 2) Youth and Adult Enrichment Activities<br><br><i>Increased opportunities for a positive future.</i>                                                                                                                                                                          | 50 matches annually   | July 1, 2023-June 30, 2024 | 50% of all matches will participate in at least one structured activity a year.<br>35% of families in the program will participate in family/parent engagement activities at least once per year.<br>50% of matches will participate in                                                                   |



|                                                                    |  |  |                                                                             |
|--------------------------------------------------------------------|--|--|-----------------------------------------------------------------------------|
| Availability and accessibility of services to low-income families. |  |  | at least one virtual or in-person college/technical school campus activity. |
| Services are at no cost 100% of our families and volunteers.       |  |  |                                                                             |
| Total Number Served                                                |  |  | 50 Individuals served                                                       |

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

#### D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15<sup>th</sup> of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

#### E. Macon-Bibb County Recognition

The Subgrantee shall insure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2023, and end on June 30, 2024**. The term of this

Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

## III. BUDGET

| <u>Line Item</u>                                         | <u>Amount</u>      |
|----------------------------------------------------------|--------------------|
| Personnel Services                                       |                    |
| Mentoring Relationship Specialist (\$16.83/hour)         | \$12,000.00        |
| Mentoring Relationship Spec. Customer Serv. (\$15.45/hr) | \$ 6,000.00        |
| Communication (telephone)                                | \$ 86.00           |
| Internet                                                 | \$ 44.00           |
| Promotional Activities                                   | \$ 3,000.00        |
| Match Recruitment                                        | \$ 725.00          |
| Match & Family Activities                                | \$ 725.00          |
| Office Supplies                                          | \$ 50.00           |
| Operating Supplies (Criminal Backgrounds)                | \$ 1,187.00        |
| <u>Employee/Volunteer Training</u>                       | <u>\$ 500.00</u>   |
| <b>TOTAL</b>                                             | <b>\$24,317.00</b> |

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$24,317.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

**EXHIBIT "B"**  
**PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAMILY ADVANCEMENT MINISTRIES, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$10,000.00 TO FAMILY ADVANCEMENT MINISTRIES, INC. TO PROVIDE FAMILIES WITH YOUNG CHILDREN CAR SEATS; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, Family Advancement Ministries, Inc. (“FAM”) has applied for CDBG funding, in the amount of \$10,000.00 from the Macon-Bibb County Economic and Community Development Department; and

**WHEREAS**, FAM currently serves the needs of many low-income families when those families are faced with financial or personal crisis; and

**WHEREAS**, FAM intends to utilize CDBG funds to implement the FAM Kids Safe Program, which will provide eligible families with young children car seats to help provide a safe environment while traveling, and enhancing compliance with GA Public Safety laws regarding car seat usage; and

**WHEREAS**, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG activity and has selected FAM for award of these funds; and

**WHEREAS**, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Family Advancement Ministries, Inc. for the County to provide Community Development Block Grant funding in the amount of TEN THOUSAND DOLLARS AND 00/100 CENTS (\$10,000.00) to Family Advancement Ministries, Inc. to provide eligible families with young children car seats to help provide a safe environment while traveling, as provided in Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an



ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement With Family Advancement Ministries For  
CDBG Funds - \$10,000.00.Docx*

# **EXHIBIT A**

**AGREEMENT BETWEEN  
MACON-BIBB COUNTY GOVERNMENT  
AND  
FAMILY ADVANCEMENT MINISTRIES, INC.**

**538 Orange Street  
Macon, GA 31201  
Phone 478-746-9803  
Fax 478-745-0847**

**PROVIDING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Family Advancement Ministries, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

**Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"**

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

**Department**

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

**Grantee**

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

**HUD**

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

**Project**

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and Moderate-Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Household**

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

**Duplicated Count**

A duplicated count is comprised of several units of service or services provided to one participant.

**Unduplicated Count**

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

**ARTICLE II**  
**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as the administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

### **ARTICLE III** **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023-June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

**Federal Award:**

Community Development Block Grant<sup>6</sup>

**Subrecipient Name:**

Family Advancement Ministries, Inc

**UEI Number:**

J8RMY8GLZKN

**Federal Award Identification Number:**

B-23-MC-13-0005

**Federal Award Date:**

August 16, 2023

**Subaward period of performance start and end date:**

July 1, 2023, thru June 30, 2024

**Federal Funds Obligated:**

\$10,000.00

**Project Description:**

To provide car seats for young children so they will be in a safe environment while traveling,

**Federal Awarding Agency/Pass-Through Entity:**

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

**CFDA Name and Number:**

Community Development Block Grants/Entitlement Grants; 14.218

**Research and Development:**

No

**Provision:**

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on

buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

#### **ARTICLE IV** **PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TEN THOUSAND DOLLARS AND 00/100 CENTS (\$10,000.00)** (hereinafter the "Grant") to implement the following project (s): **"FAM (Kids Safe) PY2023 CDBG program."** This program will benefit low-moderate families with young children by distributing children's car seats providing them with a safe environment while traveling, and enhancing compliance with GA Public Safety laws regarding car seat usage. This program addresses keeping children safe in cars and enabling parents to safely transport their children to daycare as they work, seek employment or attend school or training sessions. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

#### **ARTICLE V** **NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County  
Attention: Lester M. Miller, Mayor  
Government Center  
700 Poplar Street  
Macon, Georgia 31201

With copy to: Economic and Community Development Department  
Attention: Wanzina Jackson, Director  
688 Walnut Street, Suite 101  
Macon, Georgia 31201  
Phone: 478-751-7190  
Facsimile: 478-910-2347



If to Sub-grantee Family Advancement Ministries  
Attention: Gwendolyn Rolfes, Executive Director  
538 Orange Street  
Macon, GA 31201  
Phone: 478-746-9803  
Facsimile: 478-745-0847

## **ARTICLE VI** **GENERAL CONDITIONS**

### **A. General Compliance**

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

### **C. Hold Harmless**

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

### **D. Workers' Compensation**

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

### **E. Insurance & Bonding**

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

#### F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

#### H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or

- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

## **ARTICLE VII**

### **ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

#### **B. Documentation and Recordkeeping**

##### **1. Records to be Maintained**

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records

shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

## 2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

## 3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

## 4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

## 6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

## C. Reporting and Payment Procedures

### 1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

### 2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
- (ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance funds and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

### 3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15<sup>th</sup> of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

## **D. Procurement**

### 1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.
- (b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.



2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
  - (a) Transferred to the M-BCG for the CDBG program, or
  - (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

**ARTICLE VIII**  
**PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

- (a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended,

Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

## 2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

## 3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## B. Affirmative Action

### 1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

### 2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### 3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

### 4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

## C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

## D. Conduct

### 1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

### 2. Subcontracts

#### (a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

#### (b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties,

during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

#### 5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

#### 6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

#### 8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

**ARTICLE IX**  
**SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**ARTICLE X**  
**SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**ARTICLE XI**  
**WAIVER**

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**ARTICLE XII**  
**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

**ARTICLE XIII**  
**CHOICE OF LAW AND VENUE**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

**(Signatures on following page)**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

\_\_\_\_\_  
Janice S. Ross, Macon-Bibb County  
Clerk of Commission

\_\_\_\_\_  
Lester M. Miller, Mayor

\_\_\_\_\_  
Date

ATTEST:

ECONOMIC AND COMMUNITY  
DEVELOPMENT DEPARTMENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wanzina Jackson, Director

\_\_\_\_\_  
Date

ATTEST:

FAMILY ADVANCEMENT MINISTRIES,  
INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by: Gwendolyn Rolfes, Executive Director

\_\_\_\_\_  
Date



**EXHIBIT "A"**  
**SCOPE OF SERVICES AND TIMETABLE**

The Subgrantee will be responsible for administering the **Family Advancements Ministries, Inc (Macon-Bibb Kids Safe) in Macon-Bibb County PY2023 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**I. SCOPE OF SERVICES**

**A. Activity**

**DESCRIPTION OF ACTIVITY**

Family Advancement Ministries (FAM) “Kids Safe Program” benefits low and moderate-low-income families with young children by distributing children’s car seats providing them with a safe environment, while traveling, and enhancing compliance with GA Public Safety laws regarding car seat usage. This program addresses keeping children safe in cars and enabling parents to safely transport their children to daycare as they work, seek employment, or attend school or training sessions

**IMPLEMENTATION PLANS**

**General Administration**

FAM’s car seat distribution will include appropriate training for parents in the use and installation of seats. Each parent/caregiver will be interviewed, documents collected, and staff will ensure that all recipients will qualify under the income qualifications as described in the CDBG protocols.

Each parent will pick up the seats at the Family Advancement Ministries office, receive appropriate training, and sign all documentation.

**DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES**

Sandra Reid, a certified car seat technician will monitor the training of parents. Kayla Isom will be the case manager for the car seat program and Gigi Rolfes, the Executive Director, will be responsible for the overall program management.

**B. National Objectives**

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

### C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

| Activity                        | Units Per Month | Projected Schedule         | Projected Outcome                                                               |
|---------------------------------|-----------------|----------------------------|---------------------------------------------------------------------------------|
| 1) Car seat distribution        | 8               | July 1, 2023-June 30, 2024 | 8 seats will be distributed to low-moderated income families.                   |
| 2) Car seat safety instructions | 8               | July 1, 2023-June 30, 2024 | 8 caregivers will receive training and support on the safety of car seat usage. |
| 3) Number of Clients served     |                 |                            | 8 individuals/families served                                                   |

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

### D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15<sup>th</sup> of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

### E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee

will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2023, and end on June 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

## III. BUDGET

| <u>Line Item</u>       | <u>Amount</u>      |
|------------------------|--------------------|
| Car Seats:             | <b>\$10,000.00</b> |
| Infant Carries         | \$3,548.72         |
| Convertible Car Seats  | \$4,351.71         |
| Comb/Express Car Seats | \$2,099.57         |
| <b>TOTAL</b>           | <b>\$10,000.00</b> |

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

## **EXHIBIT "B"**

### **PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAMILY COUNSELING CENTER OF CENTRAL GEORGIA, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$28,800.00 TO PROVIDE COUNSELING AND THERAPEUTIC PROGRAMS FOR LOW INCOME FAMILIES DEALING WITH COMPLEX ISSUES; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the Family Counseling Center of Central Georgia, Inc. (“Family Counseling Center”) has applied for CDBG funding in the amount of \$28,800.00 from the Macon-Bibb County Economic and Community Development Department to provide counseling to low-income families; and

**WHEREAS**, Family Counseling Center plans to utilize CDBG funds to provide counseling and therapeutic programs, and make referrals to other appropriate sources to help low-income families and neighborhoods who deal with an array of issues; and

**WHEREAS**, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG activity and has selected Family Counseling Center for award of these funds; and

**WHEREAS**, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Family Counseling Center of Central Georgia, Inc. for the County to provide Community Development Block Grant funding in the amount of TWENTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 CENTS (\$28,800.00) for Family Counseling Center of Central Georgia, Inc. to provide counseling and therapeutic programs and make referrals to other appropriate sources to help low-income families dealing with complex issues, as provided in Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission



that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

LESTER M. MILLER, Mayor

Attest: \_\_\_\_\_

(SEAL)

JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement with Family Counseling Center for CDBG  
Funds - \$28,800.00.docx

# **EXHIBIT A**

**AGREEMENT BETWEEN  
MACON-BIBB COUNTY GOVERNMENT  
AND  
FAMILY COUNSELING CENTER OF CENTRAL GEORGIA, INC.  
277 Martin Luther King, Jr Blvd, Suite 203  
Macon, GA 31201  
Phone 478-745-2811  
Fax 478-745-0881**

**PROVIDING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Family Counseling Center of Central Georgia, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

**Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"**

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

**Department**

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

**Grantee**

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

**HUD**

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

**Project**

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and Moderate-Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Household**

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

**Duplicated Count**

A duplicated count is comprised of several units of service or services provided to one participant.

**Unduplicated Count**

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

**ARTICLE II**  
**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program, and is mandated

to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules, and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

### **ARTICLE III** **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023-June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

**Federal Award:**

Community Development Block Grant

**Subrecipient Name:**

Family Counseling Center of Central GA., Inc.

**UEI Number:**

GJEQJEZDJ273

**Federal Award Identification Number:**

B-23-MC-13-0005

**Federal Award Date:**

August 16, 2023

**Subaward period of performance start and end date:**

July 1, 2023, thru June 30, 2024

**Federal Funds Obligated:**

\$28,800.00

**Project Description:**

Provide counseling and therapeutic programs and make referrals to other appropriate resources to help low-income families and neighborhoods deal with complex issues.

**Federal Awarding Agency/Pass-Through Entity:**

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31217

**CFDA Name and Number:**

Community Development Block Grants/Entitlement Grants; 14.218

**Research and Development:**

No

**Provision:**

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on

buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

#### **ARTICLE IV PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TWENTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 CENTS (\$28,800.00)** (hereinafter the "Grant") to implement the following project (s): **“Family Counseling Center (Mental Health Counseling and Therapeutic Services) PY2023 CDBG program”**. This program will provide counseling and therapeutic programs and make referrals to other appropriate sources to help low-income families and neighborhoods deal with complex issues. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

#### **ARTICLE V NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County  
Attention: Lester M. Miller, Mayor  
Government Center  
700 Poplar Street  
Macon, Georgia 31201

With copy to: Economic and Community Development Department  
Attention: Wanzina Jackson, Director  
688 Walnut Street, Suite 101  
Macon, Georgia 31201  
Phone: 478-751-7190  
Facsimile: 478-910-2347

If to Sub-grantee Family Counseling Center  
Attention: Patricia Gibbs, Executive Director  
277 Martin Luther King, Jr Blvd, Suite 203  
Macon, GA 31201  
Phone: 478-745-2811  
Facsimile: 478-745-0881

## **ARTICLE VI**

### **GENERAL CONDITIONS**

#### **A. General Compliance**

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

#### **C. Hold Harmless**

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **D. Workers' Compensation**

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### **E. Insurance & Bonding**

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.



#### F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

#### H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any

material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

## **ARTICLE VII**

### **ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Principle Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

#### **B. Documentation and Recordkeeping**

##### **1. Records to be Maintained**

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

## 2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

## 3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

## 4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

#### 6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

### C. Reporting and Payment Procedures

#### 1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

#### 2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
- (ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

### 3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15<sup>th</sup> of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

## D. Procurement

### 1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.
- (b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

## 2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

## 3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

## 4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
  - (a) Transferred to the M-BCG for the CDBG program, or
  - (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

**ARTICLE VIII**  
**PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

**2. Nondiscrimination**

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

**3. Section 504**

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**B. Affirmative Action**

**1. Approved Plan**

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.



## 2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## 3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## 4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

## C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

## D. Conduct

### 1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

### 2. Subcontracts

#### (a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

**(b) Monitoring**

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

**(c) Content**

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

**(d) Selection Process**

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

**(e) Employee Verification**

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

**3. Hatch Act**

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

**4. Conflict of Interest**

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

## 5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

## 6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

**ARTICLE IX**  
**SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**ARTICLE X**  
**SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**ARTICLE XI**  
**WAIVER**

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**ARTICLE XII**  
**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

**ARTICLE XIII**  
**CHOICE OF LAW AND VENUE**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

**(Signatures on following page)**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

\_\_\_\_\_  
Janice S. Ross, Macon-Bibb County  
Clerk of Commission

\_\_\_\_\_  
Lester M. Miller, Mayor

\_\_\_\_\_  
Date

ATTEST:

ECONOMIC AND COMMUNITY  
DEVELOPMENT DEPARTMENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wanzina Jackson, Director

\_\_\_\_\_  
Date

ATTEST:

FAMILY COUNSELING CENTER OF  
CENTRAL GEORGIA, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by: Patricia Gibbs, Executive Director

\_\_\_\_\_  
Date

## **EXHIBIT "A"**

### **SCOPE OF SERVICES AND TIMETABLE**

The Sub-grantee will be responsible for administering **Family Counseling Center PY2023 CDBG Program** in a manner satisfactory to the M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

#### **I. SCOPE OF SERVICES**

##### **A. Activity**

##### **DESCRIPTION OF ACTIVITY**

Family Counseling Center of Central Georgia's CDBG program provides counseling and therapeutic programs and makes referrals to other appropriate resources to help low-income families and neighborhoods deal with complex issues. Our program of service addresses issues, such as crime prevention, homeless services, creating suitable living environments, creating economic opportunities, and neighborhood organizations through our referral "wrap-around" resources.

##### **IMPLEMENTATION PLANS**

Each low-income individual, couple, and/or family requesting counseling services from Family Counseling Center of Central Georgia will be given an overview of the eligibility requirements for the CDBG program. If the low-income client is eligible for CDBG services and interested in participating, they will be scheduled for services and required to complete all required CDBG documentation as well as provide the appropriate documentation for the particular program they are interested in.

Services will be provided virtually for tele-counseling and workshops, support groups and seminars, until the agency, the county, and the government deem it safe to return to group gatherings and close contact. Once deemed appropriate, clients will be given the option to be seen face-to-face or virtually, this will make for easy access to services for our clients, based on their personal needs and preferences.

Our program goals are to provide 300 hours, for 100 clients of scheduled counseling appointments. Schedule 24 support workshops/seminars/support groups 40 clients will be served through our case manager Family Assessment for a total of 190 CDBG-eligible low-income clients who request our service during the 12 months for this CDBG Contract.

Through scheduled counseling sessions, each client will identify at least one clinical counseling goal at their first counseling session which will be addressed and reviewed at all future counseling sessions. Ideally, clients will participate in a minimum of four counseling sessions.

Through therapeutic workshops, seminars, and/or classes, Family Counseling Center will provide self-help topics and identify available support services to address the challenges that low-income clients are facing and are keeping them from living a healthy lifestyle and from meeting their personal life goals.

Through the Family Assessment Program, Family Counseling Center will identify at least two “high-need individuals/families” who could benefit from the program. The Family Assessment Program focuses on completing a series of interviews with the individual/family as well as staff at other agencies, such as DFCS, School Officials, the Department of Juvenile Justice, the Housing Authority, Health Department, etc. who are working with the family to determine the family’s strengths and challenges and help them move forward. The goal is to determine if services are being well coordinated for the family and to determine if additional services are needed. This program also develops a well-coordinated individualized Case Management Plan to help the client(s) become more self-sufficient.

#### **DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES**

Family Counseling Center of Central Georgia employs Master level or higher, licensed professional counselors, with training in marriage and family therapy, social work, and psychology. Their credentials and training assure the highest level of service. In addition, they adhere to the code of ethics of the National Association of Social Workers and the American Association of Marriage and Family Therapy.

For the counseling sessions, our highly trained and licensed therapists will help individuals establish clinical goals that are designed to help individuals make changes that positively influence their capacity to participate fully in their own lives through efforts to strengthen and preserve their sense of well-being. These counseling sessions will be scheduled appointments.

For the workshops and seminars, our highly trained staff will provide participants with skills to address such challenging issues as parenting, relationship issues, self-care, personal boundaries, crisis management, domestic violence, self-esteem, poverty, job resourcing, and more. The goal for each session will be to help participants address the challenges in their lives that keep them from reaching their personal goals.

The family assessment program will provide participants with a family assessment interview, by a highly trained professional, to determine the family’s needs and to better coordinate services in the community they are receiving or in need of obtaining.

The Executive Director/CEO will provide the required supervision of the CDBG program and continue to develop a collaborative relationship with other agencies. These relationships will help to ensure low-income individuals and families will receive services from our CDBG program at the Family Counseling Center and to develop a support system for them with other agency connections.

#### **B. National Objectives**

The Sub-grantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.



### C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

| Activity                                                                                                                                                               | Units Per Month                                                                                                         | Projected Schedule         | Projected Outcome                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) Counseling- provide at least 300 hours of scheduled counseling appointments, for 100 eligible CDBG clients.                                                         | 16 scheduled counseling sessions each month. At least 12 clients served each month (unduplicated)                       | July 1, 2023-June 30, 2024 | Each client/family will identify at least one clinical goal at their first counseling session.                                                                    |
| 2) Workshops and seminars – provide workshops, support groups, and seminars, for 40 eligible CDBG clients.                                                             | Offer at least 2 seminars a month, for the period of the grant, either online or in-person                              | July 1, 2023-June 30, 2024 | By attending, they will identify at least one issue that is keeping them from living a healthy sustainable lifestyle and set goals to achieve those.              |
| 3) Family Assessment – provide 50 individuals/families with an appropriate case management plan to receive wrap-around services needed to become more self-sufficient. | A total of 5 individuals/families will be assisted through networking and referrals and develop a case management plan. | July 1, 2023-June 30, 2024 | The individual or families will develop quality networks and gain the resources needed to be more resilient. The clients will be tracked for at least six months. |
| Proposed total number of individuals served                                                                                                                            |                                                                                                                         |                            | 100 individuals served                                                                                                                                            |

SUB-GRANTEE is also responsible for submitting monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary to the M-BCG monitoring official during the funding cycle. These records shall be retained at least four (4) years after the contract expires.

### D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be

required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15<sup>th</sup> of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

#### E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

### II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on **July 1, 2023, and end on June 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of CDBG funds or other CDBG assets, including program income.

### III. BUDGET

| <u>Line Item</u>                                 | <u>Amount</u>      |
|--------------------------------------------------|--------------------|
| 3FT Therapists                                   | \$20,000.00        |
| (1@\$27/hr)                                      |                    |
| (2@\$26/hr)                                      |                    |
| 1 FT Case Manager (\$22.68/hr)                   | \$ 6,000.00        |
| 1 FT Executive Director (\$38.16/hr)             | \$ 2,000.00        |
| Office Supplies (file folders, paper, envelopes) | \$ 800.00          |
| <b>TOTAL</b>                                     | <b>\$28,800.00</b> |

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

### IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$28,800.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

## **EXHIBIT "B"**

### **PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GEORGIA LEGAL SERVICES PROGRAM, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$21,995.00 TO PROVIDE FREE, QUALITY LEGAL SERVICES TO ELIGIBLE INDIVIDUALS; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the Georgia Legal Services Program, Inc. has applied for CDBG funding in the amount of \$21,995.00 from the Macon-Bibb County Economic and Community Development Department to provide legal services to low-income families; and

**WHEREAS**, Georgia Legal Services plans to utilize CDBG funds to provide free quality legal services to help address dangerous and unhealthy housing conditions, landlord/tenant issues, and other barriers to basic needs facing eligible individuals; and

**WHEREAS**, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG activity and has selected Georgia Legal Services for award of these funds; and

**WHEREAS**, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Georgia Legal Services Program, Inc. for the County to provide Community Development Block Grant funding in the amount of TWENTY-ONE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND 00/100 CENTS (\$21,995.00) for Georgia Legal Services Program, Inc. to provide free, quality legal services to help address dangerous and unhealthy housing conditions, landlord/tenant issues, and other barriers to basic needs facing eligible individuals, as provided in Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter

of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

LESTER M. MILLER, Mayor

Attest: \_\_\_\_\_

(SEAL)

JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement with Georgia Legal Services for CDBG  
Funds - \$21,995.docx



# **EXHIBIT A**

**AGREEMENT BETWEEN  
MACON-BIBB COUNTY GOVERNMENT  
AND  
GEORGIA LEGAL SERVICES  
Macon Eviction Prevention Project  
241 Third Street  
Macon, GA 31201  
404-563-7710**

**PROVIDING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Georgia Legal Services**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

**Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"**

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

**Department**

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

**Grantee**

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

**HUD**

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

**Project**

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and Moderate-Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Household**

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

**Duplicated Count**

A duplicated count is comprised of several units of service or services provided to one participant.

**Unduplicated Count**

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

**ARTICLE II**  
**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

### **ARTICLE III** **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY22 (July 1, 2022-June 30, 2023) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

**Federal Award:**

Community Development Block Grant

**Subrecipient Name:**

Georgia Legal Services Program

**UEI Number:**

FGTJCHAYFLH4

**Federal Award Identification Number:**

B-23-MC-13-0005

**Federal Award Date:**

August 16, 2023

**Subaward period of performance start and end date:**

July 1, 2023, thru June 30, 2024

**Federal Funds Obligated:**

\$21,995.00

**Project Description:**

Provides free, quality legal services to help address dangerous and unhealthy housing conditions, landlord/tenant issues, and other barriers to basic needs facing eligible individuals.

**Federal Awarding Agency/Pass-Through Entity:**

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

**CFDA Name and Number:**

Community Development Block Grants/Entitlement Grants; 14.218

**Research and Development:**

No

**Provision:**

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

#### **ARTICLE IV PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TWENTY-ONE THOUSAND NINE HUNDRED AND NINETY-FIVE DOLLARS AND 00/100 CENTS (\$21,995.00)** (hereinafter the "Grant") to implement the following project (s): **"Georgia Legal Services PY2023 CDBG program"**. This program will provide free, quality legal services to help address dangerous and unhealthy housing conditions, landlord/tenant issues, and other barriers to basic needs facing eligible individuals said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

#### **ARTICLE V NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County  
Attention: Lester M. Miller, Mayor  
Government Center  
700 Poplar Street  
Macon, Georgia 31201

With copy to: Economic and Community Development Department  
Attention: Wanzina Jackson, Director  
688 Walnut Street, Suite 101  
Macon, Georgia 31201  
Phone: 478-751-7190  
Facsimile: 478-910-2347

If to Sub-grantee: Georgia Legal Services  
Attention: Mitzy Sharpfutro  
241 Third Street  
Macon, GA 31201  
Phone: (404) 563-7764

## **ARTICLE VI**

### **GENERAL CONDITIONS**

#### **A. General Compliance**

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

#### **C. Hold Harmless**

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **D. Workers' Compensation**

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### **E. Insurance & Bonding**

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

#### F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

#### H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations



under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

## **ARTICLE VII**

### **ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

## B. Documentation and Recordkeeping

### 1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

### 2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

### 3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

### 4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### 5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are

completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

## 6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

## C. Reporting and Payment Procedures

### 1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

### 2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly

progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

### 3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15<sup>th</sup> of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

## D. Procurement

### 1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

## 2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

## 3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

## 4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

**ARTICLE VIII**  
**PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

**2. Nondiscrimination**

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

**3. Section 504**

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**B. Affirmative Action**

**1. Approved Plan**

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed

or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution



of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the

award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

#### 5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

#### 6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor

agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

**ARTICLE IX**  
**SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**ARTICLE X**  
**SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**ARTICLE XI**  
**WAIVER**

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**ARTICLE XII**  
**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

**ARTICLE XIII**  
**CHOICE OF LAW AND VENUE**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

**(Signatures on following page)**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

\_\_\_\_\_  
Janice S. Ross, Macon-Bibb County  
Clerk of Commission

\_\_\_\_\_  
Lester M. Miller, Mayor

\_\_\_\_\_  
Date

ATTEST:

ECONOMIC AND COMMUNITY  
DEVELOPMENT DEPARTMENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wanzina Jackson, Director

\_\_\_\_\_  
Date

ATTEST:

GEORGIA LEGAL SERVICES

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by: Susan Coppedge, Executive Director

\_\_\_\_\_  
Date

## EXHIBIT "A"

### SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Georgia Legal Services (Macon Eviction Prevention Project) ), PY 2023 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

#### I. SCOPE OF SERVICES

##### A. Activity

#### DESCRIPTION OF ACTIVITY

The Macon Eviction Protection Project will provide direct legal assistance, including extended representation or advice and counsel, and community legal education sessions to address civil legal needs underlying housing instability among low-income residents.

#### IMPLEMENTATION PLANS

In order to maintain as many client access points as possible, GLSP has both telephone and online intake. Intake staff answer the phones 9-5 p.m., Monday through Friday. If callers contact the intake line after hours, they can leave a message and a representative will return their call within 24 hours (unless it is a Saturday, then calls are returned on Monday). After intake, GLSP's attorneys will determine if the client needs advice, counsel, or full representation based on program guidance.

Project staff attorneys will review each client's personal circumstance, the facts, and the legal status of the eviction case. For cases in which full representation is not appropriate, GLSP legal staff will provide legal advice or brief service, such as negotiating with landlords on behalf of tenants and assisting tenants in using the Fair Housing Act and other provisions to resolve disputes.

In cases in which more extended representation is appropriate, GLSP legal staff would represent tenants in eviction actions through negotiation, mediation, or other dispute resolution, or represent tenants in court where there are legal defenses, such as Fair Housing and VAWA. If the eviction cannot be prevented, the attorney will advise the client on ways to minimize the impact of the judgment, including the basics of debt collection in Georgia.

Throughout the year, project staff will identify community-based organizations to partner with GLSP in presenting community education on tenants' rights both generally and during all phases of the eviction process. These sessions will provide tenants with information to help them know and understand their rights as tenants, the eviction process, and where to get legal help.

While the educational sessions and direct mail distribution through this Project will leverage existing products such as client handouts on housing rights, eviction prevention, and related processes, these products will be reviewed and updated as needed to best serve the needs of Macon-Bibb Counties. All new outreach materials will be translated into Spanish (the most common non-English language used among our client communities) so that they are accessible to Spanish-speaking community members.

Throughout the Project, data related to the Project will be collected using GLSP's LegalServer case management database. For each legal matter, GLSP attorneys record client demographic data, the legal service(s) provided to the client, referrals made to other service providers, the total value of financial benefits secured or retained by clients, and the number of household members indirectly benefitting from the legal services. In addition, LegalServer is used to track the provision of and participation in community education sessions and educational outreach.

## **DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES**

Benjamin Stewart, Staff Attorney will provide legal representation to clients in eviction prevention cases, provide legal advice and counseling, and conduct community education and outreach events.

Shannon Mills, Supervising Attorney will supervise the work of the Staff Attorney and the Project, ensure Project deliverables are met, train new staff, and conduct quarterly education sessions on topics related to housing law. Mr. Mills will lead the development of education and outreach materials and brochures and participate in community partner meetings, as well as provide legal representation, advice and counsel to clients.

Elizabeth Waller, Managing Attorney will ensure Project deliverables are met and assist in the preparation of Project reports and monitoring Project expenses.

Kim Robertson, Regional Operations Manager will assist Project attorneys with Project outreach, support educational sessions, and record and analyze data from the Project.

### **B. National Objectives**

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

### **C. Levels of Accomplishment - Goals and Performance Measures**

The Subgrantee agrees to provide the following levels of program services:

| Activity                                                                            | Units Per Month                                                  | Projected Schedule         | Projected Outcome                                                                                                                             |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| 1) Clients will be represented in court or in negotiations, or receive brief advice | 8 per month average (actual monthly units based on client needs) | July 1, 2023-June 30, 2024 | 100 Macon-Bibb County residents will receive legal assistance to help avoid eviction and reduce potential negative impacts on future housing. |
| 2) Track cases handled within Macon-Bibb County by location                         | Tracking ongoing; analysis quarterly                             | July 1, 2023-June 30, 2024 | Areas of the county with the highest concentrations of evictions will be identified                                                           |
| 3) Partner with community organizations to hold community education                 | 3 sessions over the course of the grant period.                  | July 1, 2023-June 30, 2024 | 115 Macon-Bibb County residents, advocates, and community partners will receive reliable legal resources and information to help them         |

|                                                              |         |                            |                                                                                                                                                   |
|--------------------------------------------------------------|---------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| sessions                                                     |         |                            | understand housing protections, laws, eviction processes, rights, and responsibilities.                                                           |
| 4) Educational materials will be distributed via direct mail | Ongoing | July 1, 2023-June 30, 2024 | Macon-Bibb County renters living in low-income Zip codes will receive information and resources to raise their awareness of free legal resources. |
| Total Number Served                                          |         |                            | 130 individuals served                                                                                                                            |

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

#### D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. All monthly reports shall be submitted to the Department no later than the 15<sup>th</sup> of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

#### E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.



**II. TIME OF PERFORMANCE**

Services of the Subgrantee shall start on **July 1, 2023, and end on June 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

| <u>Line Item</u>                    | <u>Amount</u>      |
|-------------------------------------|--------------------|
| 1 Staff Attorney (\$38.32/hr)       | \$13,000.00        |
| 1 Supervising Attorney (\$39.58/hr) | \$ 7,808.00        |
| Travel (@\$.655 per mile)           | \$ 31.00           |
| Postage                             | \$ 684.00          |
| Printing Flyers                     | \$ 192.00          |
| Advertising Brochures               | \$ 280.00          |
| <b>TOTAL</b>                        | <b>\$21,995.00</b> |

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$21,995.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

**EXHIBIT "B"**  
**PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MENTORS PROJECT OF BIBB COUNTY, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$12,400.00 TO PROVIDE RENT, UTILITY, GAS, AND FOOD ASSISTANCE AND OTHER NECESSITIES FOR STUDENTS AND FAMILIES IN THE MENTORS PROJECT; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the Mentors Project of Bibb County, Inc. has applied for CDBG funding, in the amount of \$12,400.00, from the Macon-Bibb County Economic and Community Development Department; and

**WHEREAS**, the Mentors Project of Bibb County intends to utilize CDBG funds to provide wrap around services for students and their families which include rental and utilities assistance, gas, food, household items, furniture and other necessities that is needed for students in the Mentors Project; and

**WHEREAS**, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG activity and has selected the Mentors Project of Bibb County for award of these funds; and

**WHEREAS**, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and the Mentors Project of Bibb County, Inc. for the County to provide Community Development Block Grant funding in the amount of TWELVE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 CENTS (\$12,400.00) to provide wrap around services for students and their families which include rental and utilities assistance, gas, food, household items, furniture and other necessities that is needed for students in the Mentors Project, as provided in Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter

of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

LESTER M. MILLER, Mayor

Attest: \_\_\_\_\_

(SEAL)

JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement With Mentors Project Of Bibb County For CDBG Funds - \$12,400.00.Docx*

# **EXHIBIT A**

**AGREEMENT BETWEEN  
MACON-BIBB COUNTY GOVERNMENT  
AND  
THE MENTORS PROJECT OF BIBB COUNTY, INC.  
484 Mulberry Street Suite 220  
Macon, Georgia 31201  
Phone 478-756-8624**

**PROVIDING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **The Mentors Project of Bibb County, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

**Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"**

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

**Department**

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

**Grantee**

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

**HUD**

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

**Project**

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."



**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and Moderate-Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Household**

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

**Duplicated Count**

A duplicated count is comprised of several units of service or services provided to one participant.

**Unduplicated Count**

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

**ARTICLE II**  
**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated

to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

### **ARTICLE III** **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023-June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

**Federal Award:**

Community Development Block Grant

**Subrecipient Name:**

The Mentors Project of Bibb County

**UEI Number:**

KEBYJYEBKFA9

**Federal Award Identification Number:**

B-23-MC-13-0005

**Federal Award Date:**

August 16, 2023

**Subaward period of performance start and end date:**

July 1, 2023, thru June 30, 2024

**Federal Funds Obligated:**

\$ 12,400.00

**Project Description:**

Provide wrap-around services for students and their families which include rental and utilities assistance, gas, food, household items, furniture, and other necessities that are needed for students in the Mentors Project.

**Federal Awarding Agency/Pass-Through Entity:**

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

**CFDA Name and Number:**

Community Development Block Grants/Entitlement Grants; 14.218

**Research and Development:**

No

**Provision:**

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**ARTICLE IV**  
**PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TWELVE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 CENTS (\$12,400.00)** (hereinafter the "Grant") to implement the following project (s): “**Mentors Project of Bibb County (Homeless Service) PY2023 CDBG Program.**” The Mentors program works with middle and high school students (grades 7-12) and some 6 graders depending on extreme circumstances. The Mentors Project provides the students in the program with academic tools and life skills that are needed to complete high school, college, post-secondary schooling, armed forces, and enter the world of work. Each student will be paired with a positive mentor from the community that provides support, counsel, friendship, and reinforcement. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

**ARTICLE V**  
**NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County  
Attention: Lester M. Miller, Mayor  
Government Center  
700 Poplar Street  
Macon, Georgia 31201

With copy to: Economic and Community Development Department  
Attention: Wanzina Jackson, Director  
688 Walnut Street, Suite 101  
Macon, Georgia 31201  
Phone: 478-751-7190  
Facsimile: 478-910-2347

If to Sub-grantee The Mentors Project of Bibb County  
Attention: June O'Neal, Executive Director  
484 Mulberry Street Suite 220  
Macon, Georgia 31201  
Phone: 478-756-8624

## **ARTICLE VI**

### **GENERAL CONDITIONS**

#### **A. General Compliance**

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

#### **C. Hold Harmless**

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **D. Workers' Compensation**

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

#### F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

#### H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such

statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

## **ARTICLE VII**

### **ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-eligible project, the Sub-grantee shall be in default. In the

event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

## B. Documentation and Recordkeeping

### 1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

### 2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

### 3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

### 4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

## 6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

## C. Reporting and Payment Procedures

### 1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

### 2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability,



and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

### 3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15<sup>th</sup> of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

## **D. Procurement**

### 1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon

termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

## 2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

## 3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

## 4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

**ARTICLE VIII**  
**PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

**2. Nondiscrimination**

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

**3. Section 504**

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**B. Affirmative Action**

**1. Approved Plan**

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

## 2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## 3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## 4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

## C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

## D. Conduct

### 1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

### 2. Subcontracts

#### (a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

## 5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

## 6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

**ARTICLE IX**  
**SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**ARTICLE X**  
**SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**ARTICLE XI**  
**WAIVER**

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**ARTICLE XII**  
**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

**ARTICLE XIII**  
**CHOICE OF LAW AND VENUE**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

**(Signatures on following page)**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

\_\_\_\_\_  
Janice S. Ross, Macon-Bibb County  
Clerk of Commission

\_\_\_\_\_  
Lester M. Miller, Mayor

\_\_\_\_\_  
Date

ATTEST:

ECONOMIC AND COMMUNITY  
DEVELOPMENT DEPARTMENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wanzina Jackson, Director

\_\_\_\_\_  
Date

ATTEST:

THE MENTORS PROJECT OF BIBB  
COUNTY, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by: June O’Neal, Executive Director

\_\_\_\_\_  
Date



## EXHIBIT "A"

### SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Mentors Project of Bibb County, Inc. (Homeless Service) PY2023 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

#### I. SCOPE OF SERVICES

##### A. Activity

#### DESCRIPTION OF ACTIVITY

The Mentors program works with middle and high school students (grades 6-12). The Mentors Project provides the students in the program with academic tools and life skills that are needed to complete high school, college, post-secondary schooling, armed forces, and enter the world of work. Each student will be paired with a positive mentor from the community that provides support, counsel, friendship, and reinforcement.

The program provides wrap-around services for students and their families. The service includes assistance with rent, utilities, gas, food, clothing, household items, furniture, and other necessities. The program also provides services to students who are not in the program that attends Bibb County Public School. There is compelling evidence that when wraparound service is done well, students are more likely to be able to stay in their homes and communities. The students are more focused and attend to apply themselves in school academically. The wraparound services and activities will target homeless intervention for the families of all Bibb County.

#### IMPLEMENTATION PLANS

##### General Administration

- Referrals for the program will be accepted from local agencies, parents, teachers, and counselors.
- Parents and students will complete the Mentors project application.
- Applications will be assessed and processed by the Mentors Project's case manager.
- Students documented under the CDBG program shall be homeless or precariously housed, which shall be documented by 3<sup>rd</sup> party verification.
- Students shall be assisted toward stabilized housing. If the family meets Homeless or precariously housed, this shall be documented by 3<sup>rd</sup> party verification.
- The Case Manager matches the student with a mentor (one-to-one ratio), group mentoring, awards scholarship, wrap-around homeless services, tutoring, and any other needs required for the student to continue his/her education and avoid dropping out of school.
- Students will have monthly educational and fun activities. Some of the activities can be attended with the Mentor and parents.

**DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES**

A full-time **Case Manager** manages student casework, wrap-around services, maintains mentor/ protégé/parent documentation and details on individual child academics, disciplinary referrals, attendance, social profiles as well as background screenings for mentors. The case manager also, when needed, will assist with doctors and dental appointments and provide transportation for students and parents as needed. The Case Manager, in joint efforts with the Executive Director, also assists in program development, grant writing, meeting students' needs, and planning and assisting with program activities.

The Mentors Project's **Executive Director** conducts overall program development, mentor recruitment, and volunteer training. She also engages in public speaking, solicits donations, manages public relations and fundraising, and supervises all daily operations, grants administration, and activities.

**B. National Objectives**

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

**C. Levels of Accomplishment - Goals and Performance Measures**

The Subgrantee agrees to provide the following levels of program services:

| Activity                                                                                                              | Units Per Month | Projected Schedule         | Projected Outcome                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) Provide Mentors for Bibb County middle and high school students                                                    | 50 per year     | July 1, 2023-June 30, 2024 | 50 Bibb County students will be matched with suitable mentors.                                                                                                                                                                        |
| 2) Help economically disadvantaged and homeless students graduate on time by providing needs-based assistance.        | 50 per year     | July 1, 2023-June 30, 2024 | 50 homeless or disadvantaged youths and their households are stabilized in housing and provided with resources that are necessary and needed for the student to successfully graduate                                                 |
| 3) Provide economically students with clothing, housing, school supplies and food during the school year.             | 50 per year     | July 1, 2023-June 30, 2024 | 50 youths and their households are stabilized in housing with food, clothing, school supplies, and all other necessary items needed                                                                                                   |
| 4) Reduce economically disadvantaged student rates of teenage pregnancy, domestic and gang violence, substance abuse, | 50 per year     | July 1, 2023-June 30, 2024 | 50 students will participate in monthly activities that will educate the students on teen pregnancy, domestic violence, gang violence and substance abuse. Students will have help in finding jobs and volunteering in the community. |

|                                                                                                                               |             |                            |                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| disciplinary actions, and juvenile delinquency                                                                                |             |                            |                                                                                                                                                        |
| 5) Improve economically disadvantaged student academic performance                                                            | 50 per year | July 1, 2023-June 30, 2024 | 50 students will have mentors and tutors to help with academic performance. Students will be referred to other resources that can help with academics. |
| 6) Positively affect economically disadvantaged student attitudes and behavior through group activities and community service | 50 per year | July 1, 2023-June 30, 2024 | 50 students will participate in monthly group activities and do community service in the neighborhoods                                                 |
| Total Number Served                                                                                                           |             |                            | 50 Individuals Served                                                                                                                                  |

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

#### D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. All monthly reports shall be submitted to the Department no later than the 15<sup>th</sup> of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period after being notified by M-BCG, contract suspension or termination procedures will be initiated.

#### E. Macon-Bibb County Recognition

The Subgrantee shall insure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be

prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2023, and end on June 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

## III. BUDGET

| <u>Line Item</u>                                                                                | <u>Amount</u>      |
|-------------------------------------------------------------------------------------------------|--------------------|
| Case Manager Salary & Benefits<br>(Program budget - \$12,400/50 youth served=\$248 per student) | \$12,400.00        |
| <b>TOTAL</b>                                                                                    | <b>\$12,400.00</b> |

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$12,400.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

**EXHIBIT "B"**  
**PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HOMEFIRST HOUSING RESOURCE SERVICES, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$68,900.00 FOR HOMEFIRST HOUSING RESOURCE SERVICES TO PROVIDE HOME OWNERSHIP COUNSELING, FORECLOSURE COUNSELING, AND HOMEBUYER EDUCATION; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, HomeFirst Housing Resource Services, Inc. (“HomeFirst”) has applied for CDBG funding, in the amount of \$68,900.00, from the Macon-Bibb County Economic and Community Development Department; and

**WHEREAS**, HomeFirst will utilize CDBG funds to provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and tools to foster the ability to strengthen personal finances to assist low to moderate income families obtain and maintain home ownership; and

**WHEREAS**, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG activity and has selected HomeFirst for award of these funds; and

**WHEREAS**, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and are incorporated herein by reference; and

**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Homefirst Housing Resource Services, Inc. for the County to provide Community Development Block Grant funding in the amount of SIXTY-EIGHT THOUSAND NINE HUNDRED DOLLARS AND 00/100 CENTS (\$68,900.00) for HomeFirst Housing Resource Services to provide home ownership counseling, foreclosure counseling, and homebuyer education, linkage to mortgage products, and the ability to strengthen personal finances to help low to moderate income families obtain and maintain home ownership, as provided in Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated



an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

(SEAL) Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement with HomeFirst for CDBG Funds -  
\$68,900.docx

# **EXHIBIT A**

**AGREEMENT BETWEEN  
MACON-BIBB COUNTY GOVERNMENT  
AND  
HOMEFIRST HOUSING RESOURCE SERVICES, INC.  
688 Walnut Street, Suite 102  
Macon, Georgia 31201  
Phone 478-219-3945  
Fax 478-738-2289**

**PROVIDING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **HomeFirst Housing Resource Services, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

**Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"**

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

**Department**

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

**Grantee**

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

**HUD**

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

**Project**

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and Moderate-Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Household**

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

**Duplicated Count**

A duplicated count is comprised of several units of service or services provided to one participant.

**Unduplicated Count**

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

**ARTICLE II**  
**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

### **ARTICLE III** **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY22 (July 1, 2022-June 30, 2023) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

**Federal Award:**

Community Development Block Grant

**Subrecipient Name:**

HomeFirst Housing Resources Services, Inc.

**UEI Number:**

XU8GD8CJK428

**Federal Award Identification Number:**

B-23-MC-13-0005

**Federal Award Date:**

August 16, 2023

**Subaward period of performance start and end date:**

July 1, 2023, thru June 30, 2024

**Federal Funds Obligated:**

\$68,900.00

**Project Description:**

Provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and the ability to strengthen personal finances.

**Federal Awarding Agency/Pass-Through Entity:**

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

**CFDA Name and Number:**

Community Development Block Grants/Entitlement Grants; 14.218

**Research and Development:**

No

**Provision:**

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**ARTICLE IV  
PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **SIXTY-EIGHT THOUSAND NINE HUNDRED DOLLARS AND 00/100 CENTS (\$68,900.00)** (hereinafter the "Grant") to implement the following project (s): **"HomeFirst PY2023 CDBG Program."** This program will provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and the ability to strengthen personal finances. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

**ARTICLE V  
NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County  
Attention: Lester M. Miller, Mayor  
Government Center  
700 Poplar Street  
Macon, Georgia 31201

With copy to: Economic and Community Development Department  
Attention: Wanzina Jackson, Director  
688 Walnut Street, Suite 101  
Macon, Georgia 31201  
Phone: 478-751-7190  
Facsimile: 478-910-2347

If to Sub-grantee HomeFirst Housing Resource Services, Inc.  
Attention: Reginald Bell, Executive Director  
688 Walnut Street, Suite 102  
Macon, Georgia 31201  
Phone: 478-219-3945  
Facsimile: 478-738-2289

## **ARTICLE VI**

### **GENERAL CONDITIONS**

#### **A. General Compliance**

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

#### **C. Hold Harmless**

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **D. Workers' Compensation**

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### **E. Insurance & Bonding**

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR

part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

#### F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

#### H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or



- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

## **ARTICLE VII**

### **ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

#### **B. Documentation and Recordkeeping**

##### **1. Records to be Maintained**

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24

CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

## 2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

## 3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

## 4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing

statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

#### 6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

### C. Reporting and Payment Procedures

#### 1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

#### 2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

- (c) Timesheets shall be submitted as backup documentation for salary reimbursement.
- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
- (ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

### 3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15<sup>th</sup> of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

## **D. Procurement**

### 1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

## **ARTICLE VIII**

### **PERSONNEL & PARTICIPANT CONDITIONS**

#### **A. Civil Rights**

##### **1. Compliance**

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

##### **2. Nondiscrimination**

The Sub-grantee agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

##### **3. Section 504**

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### **B. Affirmative Action**

##### **1. Approved Plan**

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

## 2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## 3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## 4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

## C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

## D. Conduct

### 1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

### 2. Subcontracts

#### (a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution

of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real



or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

## 5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

## 6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental

purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

**ARTICLE IX**  
**SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**ARTICLE X**  
**SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**ARTICLE XI**  
**WAIVER**

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**ARTICLE XII**  
**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

**ARTICLE XIII**  
**CHOICE OF LAW AND VENUE**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

**(Signatures on following page)**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

\_\_\_\_\_  
Janice S. Ross, Macon-Bibb County  
Clerk of Commission

\_\_\_\_\_  
Lester M. Miller, Mayor

\_\_\_\_\_  
Date

ATTEST:

ECONOMIC AND COMMUNITY  
DEVELOPMENT DEPARTMENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wanzina Jackson, Director

\_\_\_\_\_  
Date

ATTEST:

HOMEFIRST HOUSING RESOURCE  
SERVICES, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by: Reginald Bell, Executive Director

\_\_\_\_\_  
Date

## EXHIBIT "A"

### SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **HomeFirst Housing Resource Services, Inc. (Housing Counseling, Homebuyer Education and Financial Capacity) in Macon-Bibb County PY2023 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

#### I. SCOPE OF SERVICES

##### A. Activity

###### **DESCRIPTION OF ACTIVITY**

The sub-grantee will provide homeownership counseling, foreclosure counseling, homebuyer education, linkage to mortgage products, and the ability to strengthen personal finances. These services are designed to target low-moderated income residents within Macon-Bibb County, and assist in teaching the necessary steps required to obtain and maintain a home.

**Program Delivery:** The sub-grantee will provide quarterly Homebuyer Education Workshops, provide Public Service Announcements through various media outlets, distribute flyers through area partners, allow for one-on-one counseling steps, and provide information through various community activities and other housing programs.

**IMPLEMENTATION PLANS:** The sub-grantee will implement program components on a monthly basis in accordance with the terms of the contract and based on a demand for services. Implementation as indicated in HUD HandBook 7610.10 Housing Counseling Program Requirements and Guidelines'

**GENERAL ADMINISTRATION:** The general administration of the program to included reporting and compliance will be the responsibility of the Executive Director.

###### **DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES**

**Executive Director** is a Certified Professional Housing Counselor and is responsible for managing all aspects of the organization including human resources payroll, organizational development, and financial and programmatic reporting, functions as a housing counselor and manages day-to-day activities of the agency.

**Housing and Mortgage Advisor** serves as a housing counselor, schedules outreach and training activities with lender, realtors and community leader etc. and develops and maintains standard operating procedures to remain in compliance with all local state and federal guidelines.

Shared responsibilities include, marketing and outreach, planning and scheduling homebuyer educational workshops, securing presenters, speakers, venue, ordering training materials and supplies, conducting pre- registration and intake, verifying income and other documentation, preparing the roll and completing and issuing homebuyer education certificates.

**B. National Objectives**

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

**C. Levels of Accomplishment - Goals and Performance Measures**

The Subgrantee agrees to provide the following levels of program services:

| Activity                   | Units Per Month                                                      | Projected Schedule         | Projected Outcome |
|----------------------------|----------------------------------------------------------------------|----------------------------|-------------------|
| 1) Homebuyer Education     | 4 Classes or approximately one per quarter 50 Certificates/ per year | July 1, 2023-June 30, 2024 | 40                |
| 2)Foreclosure Counseling   | 15 per year                                                          | July 1, 2023-June 30, 2024 | 15                |
| 3) Pre-Purchase Counseling | 25 per year                                                          | July 1, 2023-June 30, 2024 | 25                |
| 4) Total Clients Served    |                                                                      |                            | 40                |

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

**D. Performance Monitoring**

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15<sup>th</sup> of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will

constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

#### E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2023 and end on June 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

## III. BUDGET

| <u>Line Item</u>                                 | <u>Amount</u>      |
|--------------------------------------------------|--------------------|
| Salary Exec. Director (\$35/hr.)                 | \$32,500.00        |
| Salary Housing and Mortgage Counselor (\$18/hr.) | \$27,500.00        |
| Consultants and Contracts: Accounting            | \$ 5,000.00        |
| Printing/Outreach Advertising                    | \$ 1,100.00        |
| Office Supplies                                  | \$ 1,300.00        |
| Training Travel                                  | \$ 1,500.00        |
| <b>TOTAL</b>                                     | <b>\$68,900.00</b> |

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$68,900.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

**EXHIBIT "B"**  
**PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.





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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SALVATION ARMY, INC., GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$58,659.00 TO PROVIDE EMERGENCY SHELTER, SOCIAL SERVICES, AND HOMELESS PREVENTION PROGRAMS TO THE COMMUNITY; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, Salvation Army, Inc. has applied for CDBG funding, in the amount of \$58,659.00, from the Macon-Bibb County Economic and Community Development Department; and

**WHEREAS**, the Salvation Army, Inc. intends to utilize CDBG funds to provide emergency shelter, social services, and homeless prevention programs to the community; and

**WHEREAS**, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG activity and has selected the Salvation Army, Inc. for award of these funds; and

**WHEREAS**, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Salvation Army, Inc. for the County to provide Community Development Block Grant funding in the amount of FIFTY-EIGHT THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND 00/100 CENTS (\$58,659.00) to provide emergency shelter, social services, and homeless prevention programs to the community, as provided in Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement With Salvation Army, Inc. For CDBG Funds  
- \$58,659.00.Docx*

# **EXHIBIT A**

**AGREEMENT BETWEEN  
MACON-BIBB COUNTY GOVERNMENT  
AND  
THE SALVATION ARMY, INC.  
Emergency Shelter  
1955 Broadway  
Macon, GA 31206  
678-896-3402**

**PROVIDING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **The Salvation Army, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

**Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"**

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

**Department**

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

**Grantee**

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

**HUD**

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

**Project**

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and Moderate-Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Household**

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

**Duplicated Count**

A duplicated count is comprised of several units of service or services provided to one participant.

**Unduplicated Count**

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

## **ARTICLE II**

### **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

### **ARTICLE III** **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY22 (July 1, 2022-June 30, 2023) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

**Federal Award:**

Community Development Block Grant

**Subrecipient Name:**

The Salvation Army, A Georgia Corporation

**UEI Number:**

PM64HJH9LB43

**Federal Award Identification Number:**

B-23-MC-13-0005

**Federal Award Date:**

August 16, 2023

**Subaward period of performance start and end date:**

July 1, 2023, thru June 30, 2024

**Federal Funds Obligated:**

\$58,659.00

**Project Description:**

Provides emergency shelter for those individuals/families that are homeless.

**Federal Awarding Agency/Pass-Through Entity:**

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

**CFDA Name and Number:**

Community Development Block Grants/Entitlement Grants; 14.218

**Research and Development:**

No

**Provision:**

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into

two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

#### **ARTICLE IV PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FIFTY-EIGHT THOUSAND SIX HUNDRED AND FIFTY-NINE DOLLARS AND 00/100 CENTS (\$58,659.00)** (hereinafter the "Grant") to implement the following project (s): **“The Salvation Army (Emergency Shelter) PY2023 CDBG program”**. This program will provide emergency shelter, social services, and homeless prevention programs to the community. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

#### **ARTICLE V NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County  
Attention: Lester M. Miller, Mayor  
Government Center  
700 Poplar Street  
Macon, Georgia 31201

With copy to: Economic and Community Development Department  
Attention: Wanzina Jackson, Director  
688 Walnut Street, Suite 101  
Macon, Georgia 31201  
Phone: 478-751-7190  
Facsimile: 478-910-2347



If to Sub-grantee: The Salvation Army, A Georgia Corporation  
Attention: Sergeant Austin Sturdivant, Corps Administrator  
1955 Broadway  
Macon, GA 31206  
Phone: 678-896-3402  
Office: 478-746-8572  
Cell: 478-283-9361

## **ARTICLE VI**

### **GENERAL CONDITIONS**

#### **A. General Compliance**

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

#### **C. Hold Harmless**

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **D. Workers' Compensation**

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### **E. Insurance & Bonding**

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

#### F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

#### H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

## **ARTICLE VII**

### **ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

## B. Documentation and Recordkeeping

### 1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

### 2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

### 3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

### 4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### 5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are

completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

## 6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

## C. Reporting and Payment Procedures

### 1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

### 2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

- (b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.
- (c) Timesheets shall be submitted as backup documentation for salary reimbursement.
- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
- (ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

### 3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15<sup>th</sup> of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

## D. Procurement

### 1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free

competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

## 2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

## 3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

## 4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
  - (a) Transferred to the M-BCG for the CDBG program, or
  - (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

## **ARTICLE VIII**

### **PERSONNEL & PARTICIPANT CONDITIONS**

#### **A. Civil Rights**

##### **1. Compliance**

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

##### **2. Nondiscrimination**

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

##### **3. Section 504**

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### **B. Affirmative Action**

##### **1. Approved Plan**

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.



## 2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed

or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

## 3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## 4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

## C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

## D. Conduct

### 1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

### 2. Subcontracts

#### (a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution

of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the

award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

## 5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

## 6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor

agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

#### 8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

### **ARTICLE IX SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

### **ARTICLE X SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

### **ARTICLE XI WAIVER**

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### **ARTICLE XII ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

### **ARTICLE XIII CHOICE OF LAW AND VENUE**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

**(Signatures on following page)**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST: MACON-BIBB COUNTY

\_\_\_\_\_  
Janice S. Ross, Macon-Bibb County  
Clerk of Commission

\_\_\_\_\_  
Lester M. Miller, Mayor

\_\_\_\_\_  
Date

ATTEST: ECONOMIC AND COMMUNITY  
DEVELOPMENT DEPARTMENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wanzina Jackson, Director

\_\_\_\_\_  
Date

ATTEST: SALVATION ARMY, A Georgia Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Salvation Army Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **EXHIBIT "A"**

### **SCOPE OF SERVICES AND TIMETABLE**

The Subgrantee will be responsible for administering **The Salvation Army, A Georgia Corporation (Emergency Shelter), PY2023 CDBG Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

#### **I. SCOPE OF SERVICES**

##### **A. Activity**

###### **DESCRIPTION OF ACTIVITY-**

The CDBG grant was utilized for the operations of the Emergency shelter. The shelter addressed the needs of those who were homeless i.e., families, and veterans. The individuals received case management with the development of Individual Service Plans (ISP's) and goals to aid individuals return to a stable point with an emphasis on getting them into permanent housing using the Housing First model. The individuals also received 3 meals each day, 2 snacks, mail and messaging services, toiletries and linens, case management, SNAP application assistance, computer access for job search, housing search, educational classes, social events, support groups, and spiritual meetings while being sheltered.

###### **IMPLEMENTATION PLANS-**

The Emergency Shelter provides shelter to families and veterans. The staff will complete an intake, enter clients into HMIS, and process clients into our emergency shelter. The case manager will provide case management with the development of individual service plans (ISPs) to include goals and objectives. The ISP will aid the clients to return to a state of stability/normality. The Salvation Army will utilize the Housing First model. The clients will receive supportive services as listed above. In addition to the supportive services, educational classes, social events, and support groups will be offered. This project will employ two full-time staff and eight part-time staff, as well as a data entry clerk who will be responsible for ensuring all data is entered into the HMIS system.

###### **DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES**

Six full-time staff and thirteen part-time staff will implement the services. The shelter Monitor staff will complete the intake of the clients. The case managers will provide case management, development, and implementation of the individual service plan (ISP), and goals. Case management will also assist the clients in obtaining permanent housing.

##### **B. National Objectives**

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

##### **B. Levels of Accomplishment - Goals and Performance Measures**

The Salvation Army will serve single men, women and families with children experiencing homelessness. We will accept self-referrals and referrals from human service agencies for those unsheltered. Our goal is to maintain and secure staffing to continue helping those

who are experiencing homelessness as defined by HUD. The objective is the clients will receive case management in multiple areas to assist them with successfully completing the program. The expected outcome of The Salvation Army, due to the multitude of services provided to the clients in the shelter, is for clients to receive permanent housing.

The Subgrantee agrees to provide the following levels of program services:

| Activity                                         | Units Per Month | Projected Schedule         | Projected Outcome                                                                                                                                             |
|--------------------------------------------------|-----------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) Case Management                               | 40 Individuals  | July 1, 2023-June 30, 2024 | The case Manager will meet with the client to develop an individual service plan. 100% of clients will develop an ISP that does not relocate within 72 hours. |
| 2) Shelter Services-Streamlined Benefit Services | 40 Individuals  | July 1, 2023-June 30, 2024 | 65% of clients will apply for mainstream benefits while in the shelter.                                                                                       |
| 3) Employment-Case Manager                       | 40 Individuals  | July 1, 2023-June 30, 2024 | 45% of clients will obtain employment within 90 days of entering the shelter.                                                                                 |
| 4) Housing Case Management                       | 40 Individuals  | July 1, 2023-June 30, 2024 | 25% of clients will obtain permanent housing.                                                                                                                 |
| Total Proposed Number Served                     |                 |                            | 440 individuals served                                                                                                                                        |

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

#### D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15<sup>th</sup> of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the

Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

#### E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

### II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **July 1, 2023, and end on June 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

### III. BUDGET

| <u>Line Item</u>                                    | <u>Amount</u>       |
|-----------------------------------------------------|---------------------|
| (5)PT Housing Monitors (\$11.17-11.46/hr)           | \$ 3,500.00         |
| (5)PT Housing Monitors for Women (\$11.17-13.70/hr) | \$ 3,500.00         |
| (2)FT Case Worker (\$17.52/hr)                      | \$ 35,659.00        |
| (3)PT Cook Staff (\$10.25/hr)                       | \$ 10,000.00        |
| (1)FT HMIS/Receptionist (\$16.65/hr)                | \$ 6,000.00         |
| <b>TOTAL</b>                                        | <b>\$ 58,659.00</b> |

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

### IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$58,659.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.



## **EXHIBIT "B"**

### **PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH REBUILDING MACON, INC., GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$56,000.00 TO PROVIDE FOR THE VOLUNTEER YOUTH PROGRAM; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, Rebuilding Macon, Inc. has applied for CDBG funding, in the amount of \$56,000.00, from the Macon-Bibb County Economic and Community Development Department; and

**WHEREAS**, Rebuilding Macon, Inc. intends to utilize CDBG funds to fund the organization and direction of the volunteer efforts of high school and college students to repair homes for low-income elderly and disabled homeowners in Macon-Bibb County; and

**WHEREAS**, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG activity and has selected Rebuilding Macon, Inc. for award of these funds; and

**WHEREAS**, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Rebuilding Macon, Inc. for the County to provide Community Development Block Grant funding in the amount of FIFTY-SIX THOUSAND DOLLARS AND 00/100 CENTS (\$56,000.00) to fund the organization and direction of the volunteer efforts of high school and college students to repair homes for low-income elderly and disabled homeowners in Macon-Bibb County, as provided in Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement With Rebuilding Macon, Inc. VY For CDBG  
Funds - \$56,000.00.Docx*

# **EXHIBIT A**

**AGREEMENT BETWEEN  
MACON-BIBB COUNTY GOVERNMENT  
AND  
REBUILDING MACON, INC.  
Volunteer Youth  
3864 Lake St.  
Macon, GA 31206  
Phone 478-744-9808  
Fax 478-744-9690**

**PROVIDING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Rebuilding Macon, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

**Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"**

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

**Department**

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

**Grantee**

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

**HUD**

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

**Project**

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and Moderate-Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Household**

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

**Duplicated Count**

A duplicated count is comprised of several units of service or services provided to one participant.

**Unduplicated Count**

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

**ARTICLE II**  
**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated



to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

### **ARTICLE III** **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023-June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

**Federal Award:**

Community Development Block Grant

**Subrecipient Name:**

Rebuilding Macon, Inc.

**UEI Number:**

GSAFSD7415930

**Federal Award Identification Number:**

B-23-MC-13-0005

**Federal Award Date:**

August 16, 2023

**Subaward period of performance start and end date:**

July 1, 2023, thru June 30, 2024

**Federal Funds Obligated:**

\$ 56,000.00

**Project Description:**

Organizes and directs the volunteer efforts of high school and college students to repair homes for low-income elderly and disabled homeowners in Macon-Bibb County.

**Federal Awarding Agency/Pass-Through Entity:**

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

**CFDA Name and Number:**

Community Development Block Grants/Entitlement Grants; 14.218

**Research and Development:**

No

**Provision:**

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**ARTICLE IV  
PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FIFTY-SIX THOUSAND DOLLARS AND 00/100 CENTS (\$56,000.00)** (hereinafter the "Grant") to implement the following project (s): **"Rebuilding Macon-VY PY2023 CDBG program."** Provide minor home repairs to eligible elderly and disabled homeowners in Macon-Bibb County. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

**ARTICLE V  
NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County  
Attention: Lester M. Miller, Mayor  
Government Center  
700 Poplar Street  
Macon, Georgia 31201

With copy to: Economic and Community Development Department  
Attention: Wanzina Jackson, Director  
688 Walnut Street, Suite 101  
Macon, Georgia 31201  
Phone: 478-751-7190  
Facsimile: 478-910-2347

If to Sub-grantee Rebuilding Macon, Inc.  
Volunteer Youth  
Attention: Debra Rollins, Executive Director  
3864 Lake St.  
Macon, GA 31206  
Phone: 478-744-9808  
Facsimile: 478-744-9690

## **ARTICLE VI**

### **GENERAL CONDITIONS**

#### **A. General Compliance**

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **B. Independent Contractor**

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

#### **C. Hold Harmless**

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **D. Workers' Compensation**

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### **E. Insurance & Bonding**

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond

covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

#### F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

#### H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations

under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

## **ARTICLE VII**

### **ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, that the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

## B. Documentation and Recordkeeping

### 1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

### 2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

### 3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

### 4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

## 6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

## C. Reporting and Payment Procedures

### 1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

### 2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only

during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

### 3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15<sup>th</sup> of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

## D. Procurement

### 1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.



(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

## 2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

## 3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

## 4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

**ARTICLE VIII**  
**PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

**2. Nondiscrimination**

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

**3. Section 504**

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**B. Affirmative Action**

**1. Approved Plan**

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution

of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

## 5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

## 6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental

purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

**ARTICLE IX**  
**SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**ARTICLE X**  
**SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**ARTICLE XI**  
**WAIVER**

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**ARTICLE XII**  
**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

**ARTICLE XIII**  
**CHOICE OF LAW AND VENUE**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

**(Signatures on following page)**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

\_\_\_\_\_  
Janice S. Ross, Macon-Bibb County  
Clerk of Commission

\_\_\_\_\_  
Lester M. Miller, Mayor

\_\_\_\_\_  
Date

ATTEST:

ECONOMIC AND COMMUNITY  
DEVELOPMENT DEPARTMENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wanzina Jackson, Director

\_\_\_\_\_  
Date

ATTEST:

REBUILDING MACON, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by: Debra Rollins, Executive Director

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**SCOPE OF SERVICES AND TIMETABLE**

The Sub-grantee will be responsible for administering **Rebuilding Macon-VY PY2023 CDBG Program** in a manner satisfactory to the M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**I. SCOPE OF SERVICES**

**A. Activity**

**DESCRIPTION OF ACTIVITY**

Rebuilding Macon organizes and directs the volunteer efforts of high school and college students to repair homes for low-income elderly and disabled homeowners in Macon-Bibb County. Program implementation will include write-ups and denials, volunteer teams assigned to homes, and workday completions.

**IMPLEMENTATION PLANS**

Local high school students usually volunteer each fall and spring semesters. Our college teams travel to Macon, GA in December and March for Alternative Community Services. Each June and July high school-age students attend summer camps in our area.

Projects are assigned by Rebuilding Macon staff based on the skills and supervision of the team and leaders.

The staff of Rebuilding Macon inspects and determines repairs needed on each home. Work write-ups are issued for each home to be matched to the team with the skills needed to make the repairs. Staff meets with the house captain and finalizes the materials list for the project. Staff is responsible for the purchase and delivery of materials prior to the workday.

**DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES**

Administrative staff, including the Executive Director, verifies ownership and income of each home before materials are delivered and work is performed. Files maintained include application, income verification, write-up and materials purchased, and volunteer teams assigned.

Administrative functions of processing applications and verifying income/ownership are performed on a daily basis. Inspections and work write-ups are completed each week by the Executive Director and Inspector. Teams are assigned and materials are delivered on an as-needed basis by the Executive Director, Inspector, and Construction supervisor.

**B. National Objectives**

The Sub-grantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

**C. Levels of Accomplishment - Goals and Performance Measures**

The Sub-grantee agrees to provide the following levels of program services:



| Activity                                      | Units Per Month | Projected Schedule         | Projected Outcome                                           |
|-----------------------------------------------|-----------------|----------------------------|-------------------------------------------------------------|
| 1) Applications, Inspections                  | 5-10            | July 1, 2023-June 30, 2024 | Write-ups and teams assigned                                |
| 2) Workdays                                   | 5-6             | July 1, 2023-June 30, 2024 | Host Workdays during the months of October, March, and June |
| 3) Proposed Total Number of Households Served |                 | July 1, 2023-June 30, 2024 | 20 households served                                        |

SUB-GRANTEE is also responsible for submitting monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary to the M-BCG monitoring official during the funding cycle. These records shall be retained at least four (4) years after the contract expires.

#### D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 7-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15<sup>th</sup> of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

#### E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**II. TIME OF PERFORMANCE**

Services of the Sub-grantee shall start on **July 1, 2023, and end on June 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which

the Sub-grantee remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

| <u>Line Item</u>                  | <u>Amount</u>       |
|-----------------------------------|---------------------|
| Executive Director (\$33/hr)      | \$ 4,000.00         |
| Construction Supervisor (\$17/hr) | \$ 4,000.00         |
| Inspector (\$19/hr)               | \$ 4,000.00         |
| Materials                         | \$ 44,000.00        |
| <b>TOTAL</b>                      | <b>\$ 56,000.00</b> |

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$56,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

## **EXHIBIT "B"**

### **PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH REBUILDING MACON, INC., GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$135,000.00 TO PROVIDE MINOR HOME REPAIRS TO HOMES OF LOW-INCOME HOMEOWNERS; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant (“CDBG”) applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, Rebuilding Macon, Inc. has applied for CDBG funding, in the amount of \$135,000.00, from the Macon-Bibb County Economic and Community Development Department; and

**WHEREAS**, Rebuilding Macon, Inc. intends to utilize CDBG funds to provide minor home repairs to homes of low-income homeowners, particularly households of the elderly and ones with disabled members; and

**WHEREAS**, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG activity and has selected Rebuilding Macon, Inc. for award of these funds; and

**WHEREAS**, a copy of the grant agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Rebuilding Macon, Inc. for the County to provide Community Development Block Grant funding in the amount of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$135,000.00) to provide minor home repairs to homes of low-income homeowners, particularly households of the elderly and ones with disabled members, as provided in Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement With Rebuilding Macon, Inc. For CDBG  
Funds - \$135,000.00.Docx*

# **EXHIBIT A**



**AGREEMENT BETWEEN  
MACON-BIBB COUNTY GOVERNMENT  
AND  
REBUILDING MACON, INC.  
Minor Home Repair  
3864 Lake St.  
Macon, GA 31206  
Phone 478-744-9808  
Fax 478-744-9690**

**PROVIDING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Rebuilding Macon, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

**Macon-Bibb County Community Development Block Grant (CDBG) Program or "Program"**

The term "Macon-Bibb County Community Development Block Grant (CDBG) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

**Department**

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

**Grantee**

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

**HUD**

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

**Project**

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

**Low- and Moderate-Income Household**

The term “Low- and Moderate-Income Household” shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

**Low- and Moderate-Income Person**

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

**Household**

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

**Duplicated Count**

A duplicated count is comprised of several units of service or services provided to one participant.

**Unduplicated Count**

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

**ARTICLE II**  
**PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG’s CDBG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and the Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

### **ARTICLE III** **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY22 (July 1, 2022-June 30, 2023) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

**Federal Award:**

Community Development Block Grant

**Subrecipient Name:**

Rebuilding Macon, Inc.

**UEI Number:**

GSAFSD7415930

**Federal Award Identification Number:**

B-23-MC-13-0005

**Federal Award Date:**

August 16, 2023

**Subaward period of performance start and end date:**

July 1, 2023, thru June 30, 2024

**Federal Funds Obligated:**

\$ 135,000.00

**Project Description:**

Provide minor home repairs to homes of low-income homeowners, particularly households of the elderly and ones with disabled members.

**Federal Awarding Agency/Pass-Through Entity:**

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

**CFDA Name and Number:**

Community Development Block Grants/Entitlement Grants; 14.218

**Research and Development:**

No

**Provision:**

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**ARTICLE IV  
PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$135,000.00)** (hereinafter the "Grant") to implement the following project (s): **"Rebuilding Macon-MHR PY2023 CDBG Program."** The sub-recipient will provide minor home repairs to eligible elderly and disabled homeowners in Macon-Bibb County. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

**ARTICLE V  
NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County  
Attention: Lester M. Miller, Mayor  
Government Center  
700 Poplar Street  
Macon, Georgia 31201

With copy to: Economic and Community Development Department  
Attention: Wanzina Jackson, Director  
688 Walnut Street, Suite 101  
Macon, Georgia 31201  
Phone: 478-751-7190  
Facsimile: 478-910-2347

If to Sub-grantee Rebuilding Macon, Inc.  
Minor Home Repair  
Attention: Debra Rollins, Executive Director  
3864 Lake St.  
Macon, GA 31206  
Phone: 478-744-9808  
Facsimile: 478-744-9690

## **ARTICLE VI**

### **GENERAL CONDITIONS**

#### **A. General Compliance**

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **B. Independent Contractor**

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

#### **C. Hold Harmless**

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **D. Workers' Compensation**

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### **E. Insurance & Bonding**

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

#### F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

#### H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

## **ARTICLE VII**

### **ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

##### **1. Accounting Standards**

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.



## 5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-

grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-eligible project.

## 6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

## C. Reporting and Payment Procedures

### 1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

### 2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability,

and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts, or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State, and Local guidelines.

(ii) Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance funds and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

### 3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15<sup>th</sup> of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

## **D. Procurement**

### 1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets

(unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

## 2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

## 3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

## 4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

## **ARTICLE VIII**

### **PERSONNEL & PARTICIPANT CONDITIONS**

#### **A. Civil Rights**

##### **1. Compliance**

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

##### **2. Nondiscrimination**

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

##### **3. Section 504**

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### **B. Affirmative Action**

##### **1. Approved Plan**

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution

of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real

or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

## 5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

## 6. Lobbying Certification

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental

purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

**ARTICLE IX**  
**SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**ARTICLE X**  
**SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**ARTICLE XI**  
**WAIVER**

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**ARTICLE XII**  
**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

**ARTICLE XIII**  
**CHOICE OF LAW AND VENUE**

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

**(Signatures on following page)**



**SIGNATURE PAGE**

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST: MACON-BIBB COUNTY

\_\_\_\_\_  
Janice S. Ross, Macon-Bibb County  
Clerk of Commission

\_\_\_\_\_  
Lester M. Miller, Mayor

\_\_\_\_\_  
Date

ATTEST: ECONOMIC AND COMMUNITY  
DEVELOPMENT DEPARTMENT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Wanzina Jackson, Director

\_\_\_\_\_  
Date

ATTEST: REBUILDING MACON, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by: Debra Rollins, Executive Director

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**SCOPE OF SERVICES AND TIMETABLE**

The Sub-grantee will be responsible for administering **Rebuilding Macon-MHR PY2023 CDBG Program** in a manner satisfactory to the M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**I. SCOPE OF SERVICES**

**A. Activity**

**DESCRIPTION OF ACTIVITY**

Rebuilding Macon organizes and directs the efforts of 2,000+ volunteers to repair the homes of low-income elderly and disabled homeowners in Macon-Bibb County. Program implementation will include write-ups and denials, volunteer teams assigned to homes, and workday completions.

**IMPLEMENTATION PLANS**

The staff of Rebuilding Macon inspects and determines repairs needed on each home. Work write-ups are issued for each home to be matched to the team with the skills needed to make the repairs. Staff meets with the house captain and finalizes the materials list for the project. Staff is responsible for the purchase and delivery of materials prior to the workday.

**DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES**

Administrative staff, including the Executive Director, verifies ownership and income of each home before materials are delivered and work is performed. Files maintained include application, income verification, write-up and materials purchased, and volunteer teams assigned.

Administrative functions of processing applications and verifying income/ownership are performed on a daily basis. Inspections and work write-ups are completed each week by the Executive Director and Inspector. Teams are assigned and materials are delivered on an as-needed basis by the Executive Director, Inspector, and Construction supervisor.

**B. National Objectives**

The Sub-grantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

**C. Levels of Accomplishment - Goals and Performance Measures**

The Sub-grantee agrees to provide the following levels of program services:

| Activity                                                  | Units Per Month | Projected Schedule         | Projected Outcome                                                                                         |
|-----------------------------------------------------------|-----------------|----------------------------|-----------------------------------------------------------------------------------------------------------|
| 1) Process Applications, Write-ups, and Project Materials | 5-10            | July 1, 2023-June 30, 2024 | Complete approximately 5-10 per month: write-ups and denials, teams assigned, and Workdays 8 completions. |

|                                               |    |                            |                                                   |
|-----------------------------------------------|----|----------------------------|---------------------------------------------------|
| 2) Macon Rebuilding Day                       | 20 | July 1, 2023-June 30, 2024 | 30 teams will complete 20 projects April 29, 2024 |
| 3) Proposed total number of households served |    | July 1, 2023-June 30, 2024 | 60 households served                              |

SUB-GRANTEE is also responsible for submitting monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary to the M-BCG monitoring official during the funding cycle. These records shall be retained at least four (4) years after the contract expires.

#### D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement and comparing the Sub-grantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 7-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG, and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15<sup>th</sup> of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

#### E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on **July 1, 2023, and end on June 30, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

| <u>Line Item</u>                  | <u>Amount</u>       |
|-----------------------------------|---------------------|
| Executive Director (\$33/hr)      | \$ 28,000.00        |
| Construction Supervisor (\$17/hr) | \$ 18,000.00        |
| Inspector (\$19/hr)               | \$ 18,000.00        |
| Materials                         | \$ 71,000.00        |
| <b>TOTAL</b>                      | <b>\$135,000.00</b> |

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$135,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

**EXHIBIT "B"**  
**PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

(a) Voucher System: All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions

(b) Books of Original Entry: Cash receipts and disbursements journal, general ledger

(c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG

funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



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#### LEGISLATIVE SPONSORS

- |                                                            |                                                             |
|------------------------------------------------------------|-------------------------------------------------------------|
| <input checked="" type="checkbox"/> MAYOR LESTER M. MILLER | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK       |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN         | <input type="checkbox"/> COMMISSIONER PAUL BRONSON          |
| <input type="checkbox"/> COMMISSIONER ELAINE LUCAS         | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER       | <input type="checkbox"/> COMMISSIONER BILL HOWELL           |
| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR.  | <input type="checkbox"/> COMMISSIONER AL TILLMAN            |
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**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR FACILITIES MANAGEMENT CONTRACT SERVICES ON AN AS-NEEDED BASIS FOR ELECTRICAL, GENERAL CONTRACTING, HVAC, PLUMBING AND TRAFFIC SIGNAL SERVICES WITH VARIOUS VENDORS AT SPECIFIED HOURLY RATES ; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Macon-Bibb County Facilities Management is responsible for maintaining an extensive range of offices and facilities across Macon-Bibb County; and

**WHEREAS**, Macon-Bibb County has determined that in order to provide necessary support to the Facilities Management department, outside contractors should be retained to perform work on an as-needed basis, supervised by the Facilities Management department; and

**WHEREAS**, Macon-Bibb County Procurement issued Request for Proposal No. 2024-003-LH (RFP # 24-003) on July 25, 2023, advertising on Macon-Bibb County's Procurement page and posted to the Georgia Procurement Registry; and

**WHEREAS**, seven hundred seventy-six (776) vendors were notified, of whom, sixty-six(66) were African American owned, six (6) were Asian American owned, eight (8) were Native American owned, five (5) were Hispanic/Latino owned, one (1) was Pacific Islander American owned, and six hundred ninety-nine (699) were non-minority owned; and

**WHEREAS**, on the published due date of August 31, 2023, seven (7) proposals were received by Procurement, tabulated for responsiveness, and provided to the user department for specification review; and

**WHEREAS**, after review of the submitted proposals, Spier & Associates Electrical Contractors, Inc., (Electrical), Middle Georgia Electric, Inc., (Electrical), K en M Elektrisch, Inc.,

(Electrical), Metro Traftix LLC (Traffic Signal), HAYSFAM, LLC (HVAC), Marler's Plumbing Services, LLC, (Plumbing), and Warren Associates, Inc (HVAC, Plumbing, General Contracting), were recommended for award; and

**WHEREAS**, of the selected vendors, four (4) maintain their primary offices within Macon-Bibb County, with two (2) maintaining their primary offices in the Middle Georgia area, and all seven (7) being Georgia business entities.

**WHEREAS**, Procurement concurs with this award recommendation; and

**WHEREAS**, the Macon-Bibb County Commission finds that this Resolution will benefit, promote, and protect the health, safety, morals and welfare of the citizens of Macon-Bibb County.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute Contractor Services Agreements with: Spier & Associates Electrical Contractors, Inc., for electrician services; Middle Georgia Electric, Inc., for electrician services; K en M Elektrisch, Inc., for electrician services; Metro Traftix LLC for traffic signal maintenance and repair services; HAYSFAM, LLC for HVAC system repair and maintenance services; Marler's Plumbing Services, LLC for plumber services; and Warren Associates, Inc., for general contractor services, HVAC maintenance and service, and plumber services, at the prices specified in the attached Exhibit A, all in forms to be approved of by the County Attorney.

**BE IT FURTHER RESOLVED** the Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall



be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED**, in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission

(SEAL)

# **EXHIBIT A**

MACON-BIBB COUNTY PROCUREMENT  
OFFICIAL BID TABULATION

|    | A | B           | C   | D   | E                                                                                                                         | F                                             | G                      | H                                | I                                          | J                                          | K                                              | L                                               | M                 |
|----|---|-------------|-----|-----|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------|----------------------------------|--------------------------------------------|--------------------------------------------|------------------------------------------------|-------------------------------------------------|-------------------|
| 1  |   | DEPARTMENT: |     |     | Facilities Maintenance                                                                                                    |                                               |                        |                                  |                                            |                                            | DATE                                           | 8/31/2023                                       |                   |
| 2  |   | BID FOR:    |     |     | Facilities Maintenance Services                                                                                           |                                               |                        |                                  |                                            |                                            | TIME                                           | 2:00 PM                                         |                   |
| 3  |   | BID #       |     |     | 24-003-LH                                                                                                                 |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 4  |   |             |     |     |                                                                                                                           |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 5  |   |             |     |     |                                                                                                                           | Hays Services                                 |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 6  |   | ITEM        | QTY | U/M | DESCRIPTION                                                                                                               | Annual Preventative<br>Regular Rate<br>Hourly | On-Call<br>Hourly Rate | Overtime Labor<br>Rate<br>Hourly | Emergency Service<br>Rate<br>Reg (2) Hours | Emergency Service<br>Rate<br>Reg (4) Hours | Emergency Service<br>Rate<br>Overtime (2) Hour | Emergency Service<br>Rate<br>Overtime (4) Hours | Mark Up<br>Cost % |
| 7  |   |             |     |     |                                                                                                                           |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 8  |   | 1           |     |     | HVAC                                                                                                                      | \$85.00                                       | \$85.00                | \$102.00                         | \$90.00                                    | \$90.00                                    | \$90.00                                        | \$90.00                                         | 10%               |
| 9  |   | 2           |     |     | ELECTRICAL                                                                                                                | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0.00%             |
| 10 |   | 3           |     |     | PLUMBING                                                                                                                  | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0.00%             |
| 11 |   | 4           |     |     | GENERAL CONSTRUCTION                                                                                                      | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0.00%             |
| 12 |   | 5           |     |     | TRAFFIC SIGNAL                                                                                                            | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0.00%             |
| 13 |   | 6           |     |     | TRAFFIC SIGN MAINTENANCE                                                                                                  | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0.00%             |
| 14 |   | 7           |     |     | TRAFFIC STRIPING/MARKING                                                                                                  | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0.00%             |
| 15 |   | 8           |     |     | UTILITY LOCATING                                                                                                          | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0.00%             |
| 16 |   |             |     |     | TOTALS                                                                                                                    | \$85.00                                       | \$85.00                | \$102.00                         | \$90.00                                    | \$90.00                                    | \$90.00                                        | \$90.00                                         | 10%               |
| 17 |   |             |     |     | Bid is to be awarded based on THIS INFORMATION IS TO BE EXTRACTED FROM THE BID DOCUMENT.                                  |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 18 |   |             |     |     | Submittals (Yes, No, N/A)                                                                                                 |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 19 |   |             |     |     | Bid Qualification Form                                                                                                    | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 20 |   |             |     |     | Addendum Acknowledgement                                                                                                  | NO                                            |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 21 |   |             |     |     | List of Sub-Contractors                                                                                                   | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 22 |   |             |     |     | Bidder Minority Participation Goal                                                                                        | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 23 |   |             |     |     | Financial & Legal Stability Statement                                                                                     | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 24 |   |             |     |     | Insurability Statement                                                                                                    | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 25 |   |             |     |     | Certification Regarding Debarment,<br>Suspension, Ineligibility                                                           | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 26 |   |             |     |     | Non Collusion Affidavit                                                                                                   | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 27 |   |             |     |     | Bid Bond (5% of total base bond)                                                                                          | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 28 |   |             |     |     | Macon-Bibb County Vendor Application                                                                                      | NO                                            |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 29 |   |             |     |     | Form W-9                                                                                                                  | NO                                            |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 30 |   |             |     |     | E-Verify Affidavit                                                                                                        | NO                                            |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 31 |   |             |     |     | Vendor Type                                                                                                               | NO                                            |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 32 |   |             |     |     |                                                                                                                           |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 33 |   |             |     |     | I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice. |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 34 |   |             |     |     | I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.           |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 35 |   |             |     |     | BY: <u>Charles Wimberly</u>                                                                                               |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 36 |   |             |     |     | Vendor Type:                                                                                                              |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 37 |   |             |     |     | A. Local Minority Owned Business                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 38 |   |             |     |     | B. Local Non-Minority Owned Business                                                                                      |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 39 |   |             |     |     | C. Local Woman Owned Business                                                                                             |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 40 |   |             |     |     | D. Local Disadvantaged Business                                                                                           |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 41 |   |             |     |     |                                                                                                                           |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |

MACON-BIBB COUNTY PROCUREMENT  
OFFICIAL BID TABULATION

| A  | B                                                                                                                         | C   | D   | E                               | F                                        | G                   | H                          | I                                    | J                                    | K                                        | L                                         | M              |
|----|---------------------------------------------------------------------------------------------------------------------------|-----|-----|---------------------------------|------------------------------------------|---------------------|----------------------------|--------------------------------------|--------------------------------------|------------------------------------------|-------------------------------------------|----------------|
| 1  | DEPARTMENT:                                                                                                               |     |     | Facilities Maintenance          |                                          |                     |                            |                                      |                                      | DATE                                     | 8/31/2023                                 |                |
| 2  | BID FOR:                                                                                                                  |     |     | Facilities Maintenance Services |                                          |                     |                            |                                      |                                      | TIME                                     | 2:00 PM                                   |                |
| 3  | BID #                                                                                                                     |     |     | 24-003-LH                       |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 4  |                                                                                                                           |     |     |                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 5  | K & M Electric                                                                                                            |     |     |                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 6  | ITEM                                                                                                                      | QTY | U/M | DESCRIPTION                     | Annual Preventative Regular Rate Hourly  | On-Call Hourly Rate | Overtime Labor Rate Hourly | Emergency Service Rate Reg (2) Hours | Emergency Service Rate Reg (4) Hours | Emergency Service Rate Overtime (2) Hour | Emergency Service Rate Overtime (4) Hours | Mark Up Cost % |
| 7  |                                                                                                                           |     |     |                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 8  | 1                                                                                                                         |     |     | HVAC                            | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 9  | 2                                                                                                                         |     |     | ELECTRICAL                      | \$80.00                                  | \$80.00             | \$150.00                   | \$175.00                             | \$150.00                             | \$325.00                                 | \$300.00                                  | 25%            |
| 10 | 3                                                                                                                         |     |     | PLUMBING                        | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 11 | 4                                                                                                                         |     |     | GENERAL CONSTRUCTION            | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 12 | 5                                                                                                                         |     |     | TRAFFIC SIGNAL                  | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 13 | 6                                                                                                                         |     |     | TRAFFIC SIGN MAINTENANCE        | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 14 | 7                                                                                                                         |     |     | TRAFFIC STRIPING/MARKING        | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 15 | 8                                                                                                                         |     |     | UTILITY LOCATING                | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 16 | TOTALS                                                                                                                    |     |     |                                 | \$80.00                                  | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 17 | Bid is to be awarded based on THIS INFORMATION IS TO BE EXTRACTED FROM THE BID DOCUMENT.                                  |     |     |                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 18 | Submittals (Yes, No, N/A)                                                                                                 |     |     |                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 19 | Bid Qualification Form                                                                                                    |     |     |                                 | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 20 | Addendum Acknowledgement                                                                                                  |     |     |                                 | NO                                       |                     |                            |                                      |                                      |                                          |                                           |                |
| 21 | List of Sub-Contractors                                                                                                   |     |     |                                 | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 22 | Bidder Minority Participation Goal                                                                                        |     |     |                                 | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 23 | Financial & Legal Stability Statement                                                                                     |     |     |                                 | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 24 | Insurability Statement                                                                                                    |     |     |                                 | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 25 | Certification Regarding Debarment, Suspension, Ineligibility                                                              |     |     |                                 | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 26 | Non Collusion Affidavit                                                                                                   |     |     |                                 | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 27 | Bid Bond (5% of total base bond)                                                                                          |     |     |                                 | NO                                       |                     |                            |                                      |                                      |                                          |                                           |                |
| 28 | Macon-Bibb County Vendor Application                                                                                      |     |     |                                 | NO                                       |                     |                            |                                      |                                      |                                          |                                           |                |
| 29 | Form W-9                                                                                                                  |     |     |                                 | NO                                       |                     |                            |                                      |                                      |                                          |                                           |                |
| 30 | E-Verify Affidavit                                                                                                        |     |     |                                 | NO                                       |                     |                            |                                      |                                      |                                          |                                           |                |
| 31 | Vendor Type                                                                                                               |     |     |                                 | NO                                       |                     |                            |                                      |                                      |                                          |                                           |                |
| 32 |                                                                                                                           |     |     |                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 33 | I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice. |     |     |                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 34 | I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.           |     |     |                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 35 | BY: <u>Charles Wimberly</u>                                                                                               |     |     |                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 36 | Vendor Type:                                                                                                              |     |     |                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 37 | A. Local Minority Owned Business                                                                                          |     |     |                                 | E. Non-Local Minority Owned Business     |                     |                            |                                      |                                      |                                          |                                           |                |
| 38 | B. Local Non-Minority Owned Business                                                                                      |     |     |                                 | F. Non-Local Non-Minority Owned Business |                     |                            |                                      |                                      |                                          |                                           |                |
| 39 | C. Local Woman Owned Business                                                                                             |     |     |                                 | G. Non-Local Woman Owned Business        |                     |                            |                                      |                                      |                                          |                                           |                |
| 40 | D. Local Disadvantaged Business                                                                                           |     |     |                                 | H. Non-Local Disadvantaged Business      |                     |                            |                                      |                                      |                                          |                                           |                |
| 41 |                                                                                                                           |     |     |                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |

MACON-BIBB COUNTY PROCUREMENT  
OFFICIAL BID TABULATION

|    | A | B                                    | C   | D   | E                                                                                                                         | F                                       | G                   | H                          | I                                    | J                                    | K                                        | L                                         | M              |
|----|---|--------------------------------------|-----|-----|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------|----------------------------|--------------------------------------|--------------------------------------|------------------------------------------|-------------------------------------------|----------------|
| 1  |   | DEPARTMENT:                          |     |     | Facilities Maintenance                                                                                                    |                                         |                     |                            |                                      |                                      | DATE                                     | 8/31/2023                                 |                |
| 2  |   | BID FOR:                             |     |     | Facilities Maintenance Services                                                                                           |                                         |                     |                            |                                      |                                      | TIME                                     | 2:00 PM                                   |                |
| 3  |   | BID #                                |     |     | 24-003-LH                                                                                                                 |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 4  |   |                                      |     |     |                                                                                                                           |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 5  |   |                                      |     |     |                                                                                                                           | Marler's Plumbing Services LLC          |                     |                            |                                      |                                      |                                          |                                           |                |
| 6  |   | ITEM                                 | QTY | U/M | DESCRIPTION                                                                                                               | Annual Preventative Regular Rate Hourly | On-Call Hourly Rate | Overtime Labor Rate Hourly | Emergency Service Rate Reg (2) Hours | Emergency Service Rate Reg (4) Hours | Emergency Service Rate Overtime (2) Hour | Emergency Service Rate Overtime (4) Hours | Mark Up Cost % |
| 7  |   |                                      |     |     |                                                                                                                           |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 8  |   | 1                                    |     |     | HVAC                                                                                                                      | \$0.00                                  | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0.00%          |
| 9  |   | 2                                    |     |     | ELECTRICAL                                                                                                                | \$0.00                                  | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0.00%          |
| 10 |   | 3                                    |     |     | PLUMBING                                                                                                                  | \$110.00                                | \$110.00            | \$165.00                   | \$110.00                             | \$110.00                             | \$165.00                                 | \$165.00                                  | 20%            |
| 11 |   | 4                                    |     |     | GENERAL CONSTRUCTION                                                                                                      | \$0.00                                  | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0.00%          |
| 12 |   | 5                                    |     |     | TRAFFIC SIGNAL                                                                                                            | \$0.00                                  | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0.00%          |
| 13 |   | 6                                    |     |     | TRAFFIC SIGN MAINTENANCE                                                                                                  | \$0.00                                  | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0.00%          |
| 14 |   | 7                                    |     |     | TRAFFIC STRIPING/MARKING                                                                                                  | \$0.00                                  | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0.00%          |
| 15 |   | 8                                    |     |     | UTILITY LOCATING                                                                                                          | \$0.00                                  | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0.00%          |
| 16 |   |                                      |     |     | <b>TOTALS</b>                                                                                                             | <b>\$110.00</b>                         | <b>\$0.00</b>       | <b>\$0.00</b>              | <b>\$0.00</b>                        | <b>\$0.00</b>                        | <b>\$0.00</b>                            | <b>\$0.00</b>                             | <b>0%</b>      |
| 17 |   |                                      |     |     | Bid is to be awarded based on THIS INFORMATION IS TO BE EXTRACTED FROM THE BID DOCUMENT.                                  |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 18 |   |                                      |     |     | Submittals (Yes, No, N/A)                                                                                                 |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 19 |   |                                      |     |     | Bid Qualification Form                                                                                                    | YES                                     |                     |                            |                                      |                                      |                                          |                                           |                |
| 20 |   |                                      |     |     | Addendum Acknowledgement                                                                                                  | NO                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 21 |   |                                      |     |     | List of Sub-Contractors                                                                                                   | YES                                     |                     |                            |                                      |                                      |                                          |                                           |                |
| 22 |   |                                      |     |     | Bidder Minority Participation Goal                                                                                        | YES                                     |                     |                            |                                      |                                      |                                          |                                           |                |
| 23 |   |                                      |     |     | Financial & Legal Stability Statement                                                                                     | YES                                     |                     |                            |                                      |                                      |                                          |                                           |                |
| 24 |   |                                      |     |     | Insurability Statement                                                                                                    | YES                                     |                     |                            |                                      |                                      |                                          |                                           |                |
| 25 |   |                                      |     |     | Certification Regarding Debarment, Suspension, Ineligibility                                                              | YES                                     |                     |                            |                                      |                                      |                                          |                                           |                |
| 26 |   |                                      |     |     | Non Collusion Affidavit                                                                                                   | YES                                     |                     |                            |                                      |                                      |                                          |                                           |                |
| 27 |   |                                      |     |     | Bid Bond (5% of total base bond)                                                                                          | NO                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 28 |   |                                      |     |     | Macon-Bibb County Vendor Application                                                                                      | NO                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 29 |   |                                      |     |     | Form W-9                                                                                                                  | NO                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 30 |   |                                      |     |     | E-Verify Affidavit                                                                                                        | NO                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 31 |   |                                      |     |     | Vendor Type                                                                                                               | NO                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 32 |   |                                      |     |     |                                                                                                                           |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 33 |   |                                      |     |     | I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice. |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 34 |   |                                      |     |     | I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.           |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 35 |   | BY:                                  |     |     | <i>Charles Wimberly</i>                                                                                                   |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 36 |   | <b>Vendor Type:</b>                  |     |     |                                                                                                                           |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 37 |   | A. Local Minority Owned Business     |     |     | E. Non-Local Minority Owned Business                                                                                      |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 38 |   | B. Local Non-Minority Owned Business |     |     | F. Non-Local Non-Minority Owned Business                                                                                  |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 39 |   | C. Local Woman Owned Business        |     |     | G. Non-Local Woman Owned Business                                                                                         |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 40 |   | D. Local Disadvantaged Business      |     |     | H. Non-Local Disadvantaged Business                                                                                       |                                         |                     |                            |                                      |                                      |                                          |                                           |                |
| 41 |   |                                      |     |     |                                                                                                                           |                                         |                     |                            |                                      |                                      |                                          |                                           |                |



MACON-BIBB COUNTY PROCUREMENT  
OFFICIAL BID TABULATION

|    | A | B                                                                                                                         | C                       | D   | E                                                               | F                                             | G                                        | H                                | I                                          | J                                          | K                                              | L                                               | M                 |
|----|---|---------------------------------------------------------------------------------------------------------------------------|-------------------------|-----|-----------------------------------------------------------------|-----------------------------------------------|------------------------------------------|----------------------------------|--------------------------------------------|--------------------------------------------|------------------------------------------------|-------------------------------------------------|-------------------|
| 1  |   | DEPARTMENT:                                                                                                               |                         |     | Facilities Maintenance                                          |                                               |                                          |                                  |                                            |                                            | DATE                                           | 8/31/2023                                       |                   |
| 2  |   | BID FOR:                                                                                                                  |                         |     | Facilities Maintenance Services                                 |                                               |                                          |                                  |                                            |                                            | TIME                                           | 2:00 PM                                         |                   |
| 3  |   | BID #                                                                                                                     |                         |     | 24-003-LH                                                       |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 4  |   |                                                                                                                           |                         |     |                                                                 |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 5  |   | Metro Traftx, LLC                                                                                                         |                         |     |                                                                 |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 6  |   | ITEM                                                                                                                      | QTY                     | U/M | DESCRIPTION                                                     | Annual Preventative<br>Regular Rate<br>Hourly | On-Call<br>Hourly Rate                   | Overtime Labor<br>Rate<br>Hourly | Emergency Service<br>Rate<br>Reg (2) Hours | Emergency Service<br>Rate<br>Reg (4) Hours | Emergency Service<br>Rate<br>Overtime (2) Hour | Emergency Service<br>Rate<br>Overtime (4) Hours | Mark Up<br>Cost % |
| 7  |   |                                                                                                                           |                         |     |                                                                 |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 8  |   | 1                                                                                                                         |                         |     | HVAC                                                            | \$0.00                                        | \$0.00                                   | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 9  |   | 2                                                                                                                         |                         |     | ELECTRICAL                                                      | \$0.00                                        | \$0.00                                   | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 10 |   | 3                                                                                                                         |                         |     | PLUMBING                                                        | \$0.00                                        | \$0.00                                   | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 11 |   | 4                                                                                                                         |                         |     | GENERAL CONSTRUCTION                                            | \$0.00                                        | \$0.00                                   | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 12 |   | 5                                                                                                                         |                         |     | TRAFFIC SIGNAL                                                  | \$90.00                                       | \$120.00                                 | \$150.00                         | \$200.00                                   | \$180.00                                   | \$250.00                                       | \$200.00                                        | 20%               |
| 13 |   | 6                                                                                                                         |                         |     | TRAFFIC SIGN MAINTENANCE                                        | \$0.00                                        | \$0.00                                   | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 14 |   | 7                                                                                                                         |                         |     | TRAFFIC STRIPING/MARKING                                        | \$0.00                                        | \$0.00                                   | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 15 |   | 8                                                                                                                         |                         |     | UTILITY LOCATING                                                | \$0.00                                        | \$0.00                                   | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 16 |   |                                                                                                                           |                         |     | TOTALS                                                          | \$90.00                                       | \$0.00                                   | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 17 |   | Bid is to be awarded based on THIS INFORMATION IS TO BE EXTRACTED FROM THE BID DOCUMENT.                                  |                         |     |                                                                 |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 18 |   | Submittals (Yes, No, N/A)                                                                                                 |                         |     |                                                                 |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 19 |   |                                                                                                                           |                         |     | Bid Qualification Form                                          | YES                                           |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 20 |   |                                                                                                                           |                         |     | Addendum Acknowledgement                                        | NO                                            |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 21 |   |                                                                                                                           |                         |     | List of Sub-Contractors                                         | YES                                           |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 22 |   |                                                                                                                           |                         |     | Bidder Minority Participation Goal                              | YES                                           |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 23 |   |                                                                                                                           |                         |     | Financial & Legal Stability Statement                           | YES                                           |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 24 |   |                                                                                                                           |                         |     | Insurability Statement                                          | YES                                           |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 25 |   |                                                                                                                           |                         |     | Certification Regarding Debarment,<br>Suspension, Ineligibility | YES                                           |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 26 |   |                                                                                                                           |                         |     | Non Collusion Affidavit                                         | YES                                           |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 27 |   |                                                                                                                           |                         |     | Bid Bond (5% of total base bond)                                | NO                                            |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 28 |   |                                                                                                                           |                         |     | Macon-Bibb County Vendor Application                            | NO                                            |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 29 |   |                                                                                                                           |                         |     | Form W-9                                                        | NO                                            |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 30 |   |                                                                                                                           |                         |     | E-Verify Affidavit                                              | NO                                            |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 31 |   |                                                                                                                           |                         |     | Vendor Type                                                     | NO                                            |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 32 |   |                                                                                                                           |                         |     |                                                                 |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 33 |   | I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice. |                         |     |                                                                 |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 34 |   | I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.           |                         |     |                                                                 |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 35 |   | BY:                                                                                                                       | <i>Charles Wimberly</i> |     |                                                                 |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 36 |   | Vendor Type:                                                                                                              |                         |     |                                                                 |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |
| 37 |   | A. Local Minority Owned Business                                                                                          |                         |     |                                                                 |                                               | E. Non-Local Minority Owned Business     |                                  |                                            |                                            |                                                |                                                 |                   |
| 38 |   | B. Local Non-Minority Owned Business                                                                                      |                         |     |                                                                 |                                               | F. Non-Local Non-Minority Owned Business |                                  |                                            |                                            |                                                |                                                 |                   |
| 39 |   | C. Local Woman Owned Business                                                                                             |                         |     |                                                                 |                                               | G. Non-Local Woman Owned Business        |                                  |                                            |                                            |                                                |                                                 |                   |
| 40 |   | D. Local Disadvantaged Business                                                                                           |                         |     |                                                                 |                                               | H. Non-Local Disadvantaged Business      |                                  |                                            |                                            |                                                |                                                 |                   |
| 41 |   |                                                                                                                           |                         |     |                                                                 |                                               |                                          |                                  |                                            |                                            |                                                |                                                 |                   |

MACON-BIBB COUNTY PROCUREMENT  
OFFICIAL BID TABULATION

|    | A | B           | C   | D   | E                                                                                                                         | F                                        | G                   | H                          | I                                    | J                                    | K                                        | L                                         | M              |
|----|---|-------------|-----|-----|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------|----------------------------|--------------------------------------|--------------------------------------|------------------------------------------|-------------------------------------------|----------------|
| 1  |   | DEPARTMENT: |     |     | Facilities Maintenance                                                                                                    |                                          |                     |                            |                                      |                                      | DATE                                     | 8/31/2023                                 |                |
| 2  |   | BID FOR:    |     |     | Facilities Maintenance Services                                                                                           |                                          |                     |                            |                                      |                                      | TIME                                     | 2:00 PM                                   |                |
| 3  |   | BID #       |     |     | 24-003-LH                                                                                                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 4  |   |             |     |     |                                                                                                                           |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 5  |   |             |     |     |                                                                                                                           | Middle Georgia Electric Inc.             |                     |                            |                                      |                                      |                                          |                                           |                |
| 6  |   | ITEM        | QTY | U/M | DESCRIPTION                                                                                                               | Annual Preventative Regular Rate Hourly  | On-Call Hourly Rate | Overtime Labor Rate Hourly | Emergency Service Rate Reg (2) Hours | Emergency Service Rate Reg (4) Hours | Emergency Service Rate Overtime (2) Hour | Emergency Service Rate Overtime (4) Hours | Mark Up Cost % |
| 8  |   | 1           |     |     | HVAC                                                                                                                      | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 9  |   | 2           |     |     | ELECTRICAL                                                                                                                | \$145.00                                 | \$145.00            | \$220.00                   | \$165.00                             | \$165.00                             | \$275.00                                 | \$250.00                                  | 22%            |
| 10 |   | 3           |     |     | PLUMBING                                                                                                                  | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 11 |   | 4           |     |     | GENERAL CONSTRUCTION                                                                                                      | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 12 |   | 5           |     |     | TRAFFIC SIGNAL                                                                                                            | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 13 |   | 6           |     |     | TRAFFIC SIGN MAINTENANCE                                                                                                  | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 14 |   | 7           |     |     | TRAFFIC STRIPING/MARKING                                                                                                  | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 15 |   | 8           |     |     | UTILITY LOCATING                                                                                                          | \$0.00                                   | \$0.00              | \$0.00                     | \$0.00                               | \$0.00                               | \$0.00                                   | \$0.00                                    | 0%             |
| 16 |   |             |     |     | <b>TOTALS</b>                                                                                                             | <b>\$145.00</b>                          | <b>\$0.00</b>       | <b>\$0.00</b>              | <b>\$0.00</b>                        | <b>\$0.00</b>                        | <b>\$0.00</b>                            | <b>\$0.00</b>                             | <b>0%</b>      |
| 17 |   |             |     |     | Bid is to be awarded based on THIS INFORMATION IS TO BE EXTRACTED FROM THE BID DOCUMENT.                                  |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 18 |   |             |     |     | Submittals (Yes, No, N/A)                                                                                                 |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 19 |   |             |     |     | Bid Qualification Form                                                                                                    | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 20 |   |             |     |     | Addendum Acknowledgement                                                                                                  |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 21 |   |             |     |     | List of Sub-Contractors                                                                                                   | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 22 |   |             |     |     | Bidder Minority Participation Goal                                                                                        | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 23 |   |             |     |     | Financial & Legal Stability Statement                                                                                     | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 24 |   |             |     |     | Insurability Statement                                                                                                    | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 25 |   |             |     |     | Certification Regarding Debarment, Suspension, Ineligibility                                                              | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 26 |   |             |     |     | Non Collusion Affidavit                                                                                                   | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 27 |   |             |     |     | Bid Bond (5% of total base bond)                                                                                          | YES                                      |                     |                            |                                      |                                      |                                          |                                           |                |
| 28 |   |             |     |     | Macon-Bibb County Vendor Application                                                                                      | NO                                       |                     |                            |                                      |                                      |                                          |                                           |                |
| 29 |   |             |     |     | Form W-9                                                                                                                  | NO                                       |                     |                            |                                      |                                      |                                          |                                           |                |
| 30 |   |             |     |     | E-Verify Affidavit                                                                                                        | NO                                       |                     |                            |                                      |                                      |                                          |                                           |                |
| 31 |   |             |     |     | Vendor Type                                                                                                               | NO                                       |                     |                            |                                      |                                      |                                          |                                           |                |
| 32 |   |             |     |     |                                                                                                                           |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 33 |   |             |     |     | I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice. |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 34 |   |             |     |     | I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.           |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 35 |   |             |     |     | BY: <u>Charles Wimberly</u>                                                                                               |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 36 |   |             |     |     | <b>Vendor Type:</b>                                                                                                       |                                          |                     |                            |                                      |                                      |                                          |                                           |                |
| 37 |   |             |     |     | A. Local Minority Owned Business                                                                                          | E. Non-Local Minority Owned Business     |                     |                            |                                      |                                      |                                          |                                           |                |
| 38 |   |             |     |     | B. Local Non-Minority Owned Business                                                                                      | F. Non-Local Non-Minority Owned Business |                     |                            |                                      |                                      |                                          |                                           |                |
| 39 |   |             |     |     | C. Local Woman Owned Business                                                                                             | G. Non-Local Woman Owned Business        |                     |                            |                                      |                                      |                                          |                                           |                |
| 40 |   |             |     |     | D. Local Disadvantaged Business                                                                                           | H. Non-Local Disadvantaged Business      |                     |                            |                                      |                                      |                                          |                                           |                |
| 41 |   |             |     |     |                                                                                                                           |                                          |                     |                            |                                      |                                      |                                          |                                           |                |

MACON-BIBB COUNTY PROCUREMENT  
OFFICIAL BID TABULATION

[illegible]



MACON-BIBB COUNTY PROCUREMENT  
OFFICIAL BID TABULATION

|    | A | B                                                                                                                         | C                                        | D   | E                                                                                        | F                                             | G                      | H                                | I                                          | J                                          | K                                              | L                                               | M                 |
|----|---|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----|------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------|----------------------------------|--------------------------------------------|--------------------------------------------|------------------------------------------------|-------------------------------------------------|-------------------|
| 1  |   | DEPARTMENT:                                                                                                               |                                          |     | Facilities Maintenance                                                                   |                                               |                        |                                  |                                            |                                            | DATE                                           | 8/31/2023                                       |                   |
| 2  |   | BID FOR:                                                                                                                  |                                          |     | Facilities Maintenance Services                                                          |                                               |                        |                                  |                                            |                                            | TIME                                           | 2:00 PM                                         |                   |
| 3  |   | BID #                                                                                                                     |                                          |     | 24-003-LH                                                                                |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 4  |   |                                                                                                                           |                                          |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 5  |   |                                                                                                                           |                                          |     |                                                                                          | Warren Associates, Inc.                       |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 6  |   | ITEM                                                                                                                      | QTY                                      | U/M | DESCRIPTION                                                                              | Annual Preventative<br>Regular Rate<br>Hourly | On-Call<br>Hourly Rate | Overtime Labor<br>Rate<br>Hourly | Emergency Service<br>Rate<br>Reg (2) Hours | Emergency Service<br>Rate<br>Reg (4) Hours | Emergency Service<br>Rate<br>Overtime (2) Hour | Emergency Service<br>Rate<br>Overtime (4) Hours | Mark Up<br>Cost % |
| 7  |   |                                                                                                                           |                                          |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 8  |   | 1                                                                                                                         |                                          |     | HVAC                                                                                     | \$200.00                                      | \$300.00               | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 25%               |
| 9  |   | 2                                                                                                                         |                                          |     | ELECTRICAL                                                                               | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0.00%             |
| 10 |   | 3                                                                                                                         |                                          |     | PLUMBING                                                                                 | \$130.00                                      | \$130.00               | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 25%               |
| 11 |   | 4                                                                                                                         |                                          |     | GENERAL CONSTRUCTION                                                                     | \$130.00                                      | \$130.00               | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 25%               |
| 12 |   | 5                                                                                                                         |                                          |     | TRAFFIC SIGNAL                                                                           | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 13 |   | 6                                                                                                                         |                                          |     | TRAFFIC SIGN MAINTENANCE                                                                 | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 14 |   | 7                                                                                                                         |                                          |     | TRAFFIC STRIPING/MARKING                                                                 | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 15 |   | 8                                                                                                                         |                                          |     | UTILITY LOCATING                                                                         | \$0.00                                        | \$0.00                 | \$0.00                           | \$0.00                                     | \$0.00                                     | \$0.00                                         | \$0.00                                          | 0%                |
| 16 |   |                                                                                                                           |                                          |     | <b>TOTALS</b>                                                                            | <b>\$460.00</b>                               | <b>\$300.00</b>        | <b>\$0.00</b>                    | <b>\$0.00</b>                              | <b>\$0.00</b>                              | <b>\$0.00</b>                                  | <b>\$0.00</b>                                   | <b>25%</b>        |
| 17 |   |                                                                                                                           |                                          |     | Bid is to be awarded based on THIS INFORMATION IS TO BE EXTRACTED FROM THE BID DOCUMENT. |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 18 |   |                                                                                                                           |                                          |     | Submittals (Yes, No, N/A)                                                                |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 19 |   |                                                                                                                           |                                          |     | Bid Qualification Form                                                                   | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 20 |   |                                                                                                                           |                                          |     | Addendum Acknowledgement                                                                 | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 21 |   |                                                                                                                           |                                          |     | List of Sub-Contractors                                                                  | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 22 |   |                                                                                                                           |                                          |     | Bidder Minority Participation Goal                                                       | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 23 |   |                                                                                                                           |                                          |     | Financial & Legal Stability Statement                                                    | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 24 |   |                                                                                                                           |                                          |     | Insurability Statement                                                                   | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 25 |   |                                                                                                                           |                                          |     | Certification Regarding Debarment,<br>Suspension, Ineligibility                          | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 26 |   |                                                                                                                           |                                          |     | Non Collusion Affidavit                                                                  | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 27 |   |                                                                                                                           |                                          |     | Bid Bond (5% of total base bond)                                                         | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 28 |   |                                                                                                                           |                                          |     | Macon-Bibb County Vendor Application                                                     | YES                                           |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 29 |   |                                                                                                                           |                                          |     | Form W-9                                                                                 | NO                                            |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 30 |   |                                                                                                                           |                                          |     | E-Verify Affidavit                                                                       | NO                                            |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 31 |   |                                                                                                                           |                                          |     | Vendor Type                                                                              | F. Non-Local Non-Minority Owned Business      |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 32 |   |                                                                                                                           |                                          |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 33 |   | I certify that this is a correct tabulation of bid received and opened at the time and place as stated in the bid notice. |                                          |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 34 |   | I also certify that I have personally and visually checked the tabulation against the proposal forms submitted.           |                                          |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 35 |   | BY:                                                                                                                       | <u>Charles Wimberly</u>                  |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 36 |   | <b>Vendor Type:</b>                                                                                                       |                                          |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 37 |   | A. Local Minority Owned Business                                                                                          | E. Non-Local Minority Owned Business     |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 38 |   | B. Local Non-Minority Owned Business                                                                                      | F. Non-Local Non-Minority Owned Business |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 39 |   | C. Local Woman Owned Business                                                                                             | G. Non-Local Woman Owned Business        |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 40 |   | D. Local Disadvantaged Business                                                                                           | H. Non-Local Disadvantaged Business      |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |
| 41 |   |                                                                                                                           |                                          |     |                                                                                          |                                               |                        |                                  |                                            |                                            |                                                |                                                 |                   |



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A FY2023 HOMELAND SECURITY GRANT FROM THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY (GEMA/HS) IN THE AMOUNT OF \$30,000.00, WITH NO LOCAL MATCH REQUIRED, TO BE USED BY THE MACON-BIBB COUNTY FIRE DEPARTMENT FOR SEARCH AND RESCUE GEAR; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS,** the Macon-Bibb County Fire Department has been awarded a FY2023 Homeland Security Grant from the Georgia Emergency Management and Homeland Security Agency in the amount of \$30,000.00, with no local match required; and

**WHEREAS,** the Macon-Bibb County Fire Department will utilize the funds to purchase search and rescue gear; and

**WHEREAS,** a copy of the grant award letter and the grant terms and conditions are attached hereto and are incorporated herein; and

**WHEREAS,** the Macon-Bibb County Commission desires to accept the grant funds on behalf of the Fire Department for the stated purpose; and

**WHEREAS,** the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission hereby authorizes the acceptance of the FY2023 Homeland Security Grant awarded to the Macon-Bibb County Fire Department in the amount of THIRTY THOUSAND DOLLARS AND 00/100 CENTS (\$30,000.00) from the Georgia Emergency Management and Homeland Security Agency

to purchase search and rescue gear, by signing the grant acceptance forms as provided in Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

(SIGNATURES ON THE FOLLOWING PAGE)

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

LESTER M. MILLER, Mayor

Attest: \_\_\_\_\_

(SEAL)

JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2023 Miller Accepting GEMA HS Grant For MBC Fire Department  
\$30000.00.Docx*

# **EXHIBIT A**



**FISCAL YEAR 2023  
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN  
THE STATE OF  
GEORGIA  
GEORGIA EMERGENCY MANAGEMENT AND  
HOMELAND SECURITY AGENCY**

**AND**

Macon-Bibb Fire Department

**GRANT NO: 11**

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2023 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$30,000.00 to Macon-Bibb Fire Department, as Subrecipient, in accordance with the Fiscal Year 2023 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Linda Criblez** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

**PURPOSE:** The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient and de-obligated and reallocated by GEMA/HS.

**PERIOD OF PERFORMANCE:** This Agreement shall become **effective** on October 1, 2023, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later and shall continue through September 30, 2025. No modifications to the Budget can be made after the termination date, September 30, 2025 or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

**Caveat:** DHS/FEMA has reserved the right to change the FY23 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY23 HSGP award will be passed through to the Subrecipient by GEMA/HS.

**EXHIBITS:** Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- |           |                                                                                                                                                                                       |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit A | Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable<br><b>(COMPLETE, SIGN, AND RETURN With AGREEMENT)</b>                 |
| Exhibit B | National Incident Management System (NIMS) Compliance Form<br><b>(COMPLETE, SIGN, AND RETURN With AGREEMENT)</b>                                                                      |
| Exhibit C | Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements<br><b>(COMPLETE, SIGN, AND RETURN With AGREEMENT)</b> |
| Exhibit E | Tangible Property Report<br>(KEEP FOR REFERENCE)                                                                                                                                      |
| Exhibit F | Department of Homeland Security, HSGP, Grant Agreement Number <u>EMW-2023-SS-00099</u> , Agreement Articles (KEEP FOR REFERENCE)                                                      |
| Exhibit G | Approved Budget Cost Line(s) (LOCATED IN EM GRANTS MANAGER)                                                                                                                           |
| Exhibit H | DHS/FEMA Fiscal Year 2023 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:                                                                                |

<https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>

## **PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:**

- A. Purchasing:** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.
- E. The following reporting periods and due dates apply:**

|                  |                         |                |
|------------------|-------------------------|----------------|
| • First Quarter  | October 1 - December 31 | Due January 31 |
| • Second Quarter | January 1- March 31     | Due April 30   |
| • Third Quarter  | April 1 - June 30       | Due July 31    |
| • Fourth Quarter | July 1 - September 30   | Due October 31 |

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS  
WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE  
PROGRESS REPORT IS RECEIVED.

- F. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.



**MONITORING AND AUDITS:** The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

## **LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND**

**PROGRAM GUIDANCE:** The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

### **A. Administrative Requirements**

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

### **B. Cost Principles**

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

### **C. Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients 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 (GAO's) Government Auditing Standards, which may be accessed online at <https://www.gao.gov/>, and in accordance with 2 CFR §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, Subrecipients must submit the audit report to the State of Georgia, 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 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS 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.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. The Build America, Buy America Act (BABAA):** Subrecipient agrees to only use iron, steel, manufactured products, and construction materials produced in the United States for all infrastructure projects. The Act requires the following “Buy America” preference:
1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Additional information regarding the **BABAA** requirements can be found at <https://www.fema.gov/grants/policy-guidance/buy-america#interpretation>
- F. Unique Entity Identifier (UEI) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.
- G. Accounting System:** The Subrecipient 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 Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- H. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2023 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- I. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient

under this Agreement.

**National Initiatives:**

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption, and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms, and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>.
  - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate the performance of critical tasks required to respond to the exercise scenario.
  - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/about>, and must be preapproved by the GEMA/HS Exercise Program Manager.
  - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY23 HSGP DHS/FEMA NOFO (Exhibit H).
  - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <https://www.fema.gov/emergency-managers/nims>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
  - 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.
- 1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf> and [www.fsrs.gov](http://www.fsrs.gov).

**SPECIAL CONDITIONS:**

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2023 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2023 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2023 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2023 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever

responding outside of its jurisdiction.

- F.** The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. There must be a decal on all equipment funded by GEMA/HS which states “Funded by GEMA/HS”. The decal will be provided. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
- G.** Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- H.** The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I.** Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J.** Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K.** Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L.** The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M.** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N.** No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O.** If the Subrecipient is found to be in violation of any of the conditions of this agreement, including

any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

**P.** The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

**Q. Environmental Historical Preservation (EHP)**

- 1.** The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
- 2.** The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
- 3.** The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY23 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available at <https://www.fema.gov/grants/preparedness/about/informational-bulletins>.

- R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>
- S. The Subrecipient agrees that funds from the FY 2023 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288. Specifically, without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:
  - 1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.
  - 2. To use such funds to support the achievement of baseline levels of capability as defined in the fusion capability planning tool.
  - 3. The Subrecipient shall provide GEMA/HS with a certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
  - 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY23 NOFO (Exhibit H) and Information Bulletin 288.
  - 5. All Subrecipients leveraging FY 2023 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information-sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN), and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
  - 1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency that cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient 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.
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

**CHANGES TO AGREEMENT:** The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY23 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

**EMPLOYMENT:** The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

**TERMINATION:** This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without



cost, as directed by GEMA/HS.

**C. Convenience:** This agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

**D. Non-Availability of Funding:** Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Macon-Bibb Fire Department have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND  
HOMELAND SECURITY AGENCY

SUBRECIPIENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature, Authorizing or Highest Official

\_\_\_\_\_  
Printed Name and Title of Signatory

\_\_\_\_\_  
Printed Name and Title of Signatory

09 / 24 / 2023

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
Date of Signature

58-6000612

\_\_\_\_\_  
Agency FEID (XX-XXXXXXX)

\_\_\_\_\_  
Agency UEI Number (XXXXXXXXXX)

## Costs

### Cost Line Items

- Cost line items should be listed in the order of descending priority, with the most important item first, then second most important item next, and so on.
- Costs must be rounded to the nearest whole dollar amount.
- For Equipment items costing \$5,000 or more each it is required to provide a Tangible Property Report. If applicable, please attach to this application prior to submission.

| Classification                            | Description                           | Qty | Price        | Total              |
|-------------------------------------------|---------------------------------------|-----|--------------|--------------------|
| Area                                      |                                       |     |              |                    |
| Equipment                                 |                                       |     |              |                    |
| Type                                      |                                       |     |              |                    |
| CBRNE Operational & Search & Rescue (SAR) | Light USAR kit minus rescue guardians | 1   | \$ 30,000.00 | \$30,000.00        |
| AEL Code (List)                           |                                       |     |              |                    |
| <b>Application Total</b>                  |                                       |     |              | <b>\$30,000.00</b> |
| <b>Grand Total</b>                        |                                       |     |              | <b>\$30,000.00</b> |

### Funding Sources

|                          |                                             |                                 |                               |
|--------------------------|---------------------------------------------|---------------------------------|-------------------------------|
| Method:                  | <input checked="" type="radio"/> By Percent | <input type="radio"/> By Amount | Funding Source / Other Agency |
| Estimated Federal Share: | <input type="text" value="100"/> %          | \$30,000.00                     |                               |
| Total Allocated:         | <input type="text" value="100"/> %          | \$30,000.00                     |                               |

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                     |
|                                                        | 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                     |
|                                                        | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
|                                                        | 5 Address (number, street, and apt. or suite no.) See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Requester's name and address (optional)                                                                                                                                                                                                                             |
|                                                        | 6 City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                     |
|                                                        | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                     |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |  |   |  |
|--------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number         |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  | - |  |
| or                             |  |  |  |   |  |  |  |   |  |
| Employer identification number |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  |   |  |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|           |                            |        |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ► | Date ► |
|-----------|----------------------------|--------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . .                                                                                                                                                                                                                                                   | THEN check the box for . . .                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| • Corporation                                                                                                                                                                                                                                                                                  | Corporation                                                                                                                     |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.                                                                                                                             | Individual/sole proprietor or single-member LLC                                                                                 |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership                                                                                                                                                                                                                                                                                  | Partnership                                                                                                                     |
| • Trust/estate                                                                                                                                                                                                                                                                                 | Trust/estate                                                                                                                    |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                                                                                                                                                                          |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 7                                                                                                                                                                                |
| Broker transactions                                                                    | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4                                                                                                                                                                                     |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>                                                                                                                                                             |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4                                                                                                                                                                                     |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

| For this type of account:                                                                                      | Give name and SSN of:                                                                                   |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual                                                                                                  | The individual                                                                                          |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI                          | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)                                               | Each holder of the account                                                                              |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)                                                   | The minor <sup>2</sup>                                                                                  |
| 5. a. The usual revocable savings trust (grantor is also trustee)                                              | The grantor-trustee <sup>1</sup>                                                                        |
| b. So-called trust account that is not a legal or valid trust under state law                                  | The actual owner <sup>1</sup>                                                                           |
| 6. Sole proprietorship or disregarded entity owned by an individual                                            | The owner <sup>3</sup>                                                                                  |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor*                                                                                            |
| For this type of account:                                                                                      | Give name and EIN of:                                                                                   |
| 8. Disregarded entity not owned by an individual                                                               | The owner                                                                                               |
| 9. A valid trust, estate, or pension trust                                                                     | Legal entity <sup>4</sup>                                                                               |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                     | The corporation                                                                                         |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization                    | The organization                                                                                        |
| 12. Partnership or multi-member LLC                                                                            | The partnership                                                                                         |
| 13. A broker or registered nominee                                                                             | The broker or nominee                                                                                   |

| For this type of account:                                                                                                                                                                   | Give name and EIN of: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity     |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))                                          | The trust             |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, 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 agency directives.
3. Will 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. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will 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; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), 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 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. §§290 dd-3 and 290 ee-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 the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies 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. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will 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.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will 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 Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (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 (Clean 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).
12. Will 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.
13. Will 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), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will 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.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will 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 residence structures.
17. Will 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."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

|                                             |  |                 |  |
|---------------------------------------------|--|-----------------|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL |  | TITLE           |  |
| APPLICANT ORGANIZATION                      |  | DATE SUBMITTED  |  |
|                                             |  | October 5, 2023 |  |

# NIMS Compliance Form

## This NIMS Compliance Form is OPTIONAL for Non-Governmental Agencies

**Non-Governmental Subrecipients are not required to meet National Incident Management System (NIMS) compliance requirements.** For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subrecipient agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

### RECOMMENDED:

- ☐ **IS-700 (NIMS) An Introduction**
- ☐ **ICS-100: Introduction to the Incident Command System**

### RECOMMENDED:

- ☐ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☐ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☐ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

### RECOMMENDED continued:

- ☐ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
  - ☐ **IS-800** National Response Framework, An Introduction
  - ☐ **ICS-200** ICS for Single Resources and Initial Action Incidents
  - ☐ **ICS-300** Intermediate ICS for Expanding Incidents
  - ☐ **ICS-400** Advanced ICS for Command and General Staff
  - ☐ **IS-701** NIMS Multiagency Coordination Systems (MACS)
  - ☐ **IS-702** NIMS Public Information Systems
  - ☐ **IS-703** NIMS Resource Management
- ☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☐ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☐ Incorporate corrective actions into preparedness
- ☐ Inventory community response assets to conform
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards

Agency

Authorized Signature

Date

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## **Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 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.

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### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant 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.

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### **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant 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 the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

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

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

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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#### **DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 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: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check ☐ if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

|                                                     |  |                                       |  |
|-----------------------------------------------------|--|---------------------------------------|--|
| NAME OF APPLICANT                                   |  | PR/AWARD NUMBER AND / OR PROJECT NAME |  |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE |  |                                       |  |
| SIGNATURE                                           |  | DATE                                  |  |



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**LEGISLATIVE SPONSORS**

- |                                                                   |                                                                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A BJA FY23 SMART PROSECUTION - INNOVATIVE PROSECUTION SOLUTIONS GRANT FROM THE DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS, IN THE AMOUNT OF \$385,000.00, TO BE USED BY THE MACON JUDICIAL CIRCUIT DISTRICT ATTORNEY'S OFFICE TO FUND ONE SPECIALIZED DOMESTIC VIOLENCE INVESTIGATOR AND AN ADDITIONAL, SPECIALIZED DOMESTIC VIOLENCE PROSECUTOR FOR THE DOMESTIC VIOLENCE UNIT; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the Macon Judicial Circuit District Attorney's Office has been selected to receive a BJA FY23 Smart Prosecution - Innovative Prosecution Solutions Grant from the Department of Justice Office of Justice Programs Edward Byrne Memorial Justice Assistance Grant Program, in the amount of \$385,000.00, with no local match required; and

**WHEREAS**, the Macon Judicial Circuit District Attorney's Office will utilize the grant to fund one specialized domestic violence investigator and an additional, specialized domestic violence prosecutor for the domestic violence unit; and

**WHEREAS**, a copy of the grant award notification and grant conditions have been attached hereto and are incorporated herein as Exhibit A; and

**WHEREAS**, the Macon-Bibb County Commission desires to accept this grant for the stated purpose; and

**WHEREAS**, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Macon-Bibb County Commission does hereby authorize the acceptance of a BJA FY23 Smart Prosecution - Innovative Prosecution Solutions Grant in the amount of THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$385,000.00) from the Department of Justice Office of Justice Programs to fund one specialized domestic violence investigator and an additional, specialized domestic violence prosecutor for the domestic violence unit, in substantially the same form as Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

(SEAL) Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2023 Miller Accepting A OJP BJA FY23 Smart Prosecution Innovative  
Prosecution Solutions Grant DA Office 385000.Docx*



# **EXHIBIT A**



# Department of Justice (DOJ)

## Office of Justice Programs

### Bureau of Justice Assistance

Washington, D.C. 20531

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>Name and Address of Recipient:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | MACON-BIBB COUNTY<br>700 POPLAR ST                         |
| <b>City, State and Zip:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | MACON, GA 31201                                            |
| <b>Recipient UEI:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | TVNBHEU6LLY9                                               |
| <b>Project Title:</b> FY 2023 Macon-Bibb County Government, GAFamily Justice-Prosecution Partnership against Domestic Violence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Award Number:</b> 15PBJA-23-GG-04036-JAGP               |
| <b>Solicitation Title:</b> BJA FY 23 Smart Prosecution - Innovative Prosecution Solutions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                            |
| <b>Federal Award Amount:</b> \$385,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Federal Award Date:</b> 9/27/23                         |
| <b>Awarding Agency:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Office of Justice Programs<br>Bureau of Justice Assistance |
| <b>Funding Instrument Type:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Grant                                                      |
| <b>Opportunity Category:</b> D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                            |
| <b>Assistance Listing:</b><br>16.738 - Edward Byrne Memorial Justice Assistance Grant Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                            |
| <b>Project Period Start Date:</b> 10/1/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Project Period End Date:</b> 9/30/25                    |
| <b>Budget Period Start Date:</b> 10/1/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Budget Period End Date:</b> 9/30/25                     |
| <b>Project Description:</b><br>As one partner of Macon's Family Justice Center, the vision of the Macon Judicial Circuit District Attorney's Domestic Violence Unit is breaking the generational cycle of violence and abuse in families in the Macon area. The mission of this Unit is to take smart approaches for the prosecution of domestic violence crimes to prevent future victimization and violence. The Smart Prosecution – Innovative Prosecution Solutions Grant will fund one specialized domestic violence investigator and an additional, specialized domestic violence prosecutor for the Macon Judicial Circuit. |                                                            |

## Award Letter

September 27, 2023

Dear Lester Miller,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by MACON-BIBB COUNTY for an award under the funding opportunity entitled 2023 BJA FY 23 Smart Prosecution - Innovative Prosecution Solutions. The approved award amount is \$385,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon

Assistant Attorney General

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

**Memorandum Regarding NEPA**

**NEPA Letter Type**

OJP - Categorical Exclusion

**NEPA Letter**

None of the following activities will be conducted either under the OJP federal action or a related third-party action:

- 1) New construction;
- 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4 (b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

**NEPA Coordinator**

**First Name**

Orbin

**Middle Name**

**Last Name**

Terry

**Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Recipient Information**

**Recipient Name**  
MACON-BIBB COUNTY

**UEI**  
TVNBHEU6LLY9

**Street 1**  
700 POPLAR ST

**Street 2**

**City**  
MACON

**State/U.S. Territory**  
Georgia

**Zip/Postal Code**  
31201

**Country**  
United States

**County/Parish**

**Province**

**Award Details**

**Federal Award Date**  
9/27/23

**Award Type**  
Initial

**Award Number**  
15PBJA-23-GG-04036-JAGP

**Supplement Number**  
00

**Federal Award Amount**  
\$385,000.00

**Funding Instrument Type**  
Grant

**Assistance Listing  
Number**

**Assistance Listings Program Title**

16.738

Edward Byrne Memorial Justice Assistance Grant Program

**Statutory Authority**

Funding for this program is anticipated under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG Program authorization provides that up to 5 percent of the funds available to carry out subpart 1 of Title I, Part E of the Omnibus Crime Control and Safe Streets Act of 1968 ("Omnibus") may be granted, among other reasons, for one or more of the purposes specified in 34 U.S.C. § 10152 upon a determination that it is necessary "to combat, address, or otherwise respond to precipitous or extraordinary increases in crime, or in a type or types of crime." 34 U.S.C. § 10157(b)(1). Awards under this solicitation are made under statutory authority provided by the Consolidated Appropriations Act FY 2023.

[ ]  
*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

**Awarding Agency**

2023 BJA FY 23 Smart Prosecution - Innovative  
Prosecution Solutions

OJP

**Program Office**  
BJA

**Application Number**  
GRANT13828137

**Grant Manager Name**

Meredith Healey

**Phone Number**

202-445-9753

**E-mail Address**

Meredith.Healey@usdoj.gov

**Project Title**

FY 2023 Macon-Bibb County Government, GAFamily Justice-Prosecution Partnership against Domestic Violence

**Performance Period Start**

**Date**

10/01/2023

**Performance Period End Date**

09/30/2025

**Budget Period Start Date**

10/01/2023

**Budget Period End Date**

09/30/2025

**Project Description**

As one partner of Macon's Family Justice Center, the vision of the Macon Judicial Circuit District Attorney's Domestic Violence Unit is breaking the generational cycle of violence and abuse in families in the Macon area. The mission of this Unit is to take smart approaches for the prosecution of domestic violence crimes to prevent future victimization and violence. The Smart Prosecution – Innovative Prosecution Solutions Grant will fund one specialized domestic violence investigator and an additional, specialized domestic violence prosecutor for the Macon Judicial Circuit.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Financial Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

sample text

| Year 1    | Year 2    | Total     |
|-----------|-----------|-----------|
| Personnel |           |           |
| \$128,901 | \$128,901 | \$257,802 |

**Fringe Benefits**

|          |          |          |
|----------|----------|----------|
| \$47,885 | \$47,885 | \$95,770 |
|----------|----------|----------|

**Travel**

|     |     |     |
|-----|-----|-----|
| \$0 | \$0 | \$0 |
|-----|-----|-----|

**Equipment**

|          |     |          |
|----------|-----|----------|
| \$12,678 | \$0 | \$12,678 |
|----------|-----|----------|

**Supplies**

|          |         |          |
|----------|---------|----------|
| \$14,190 | \$1,200 | \$15,390 |
|----------|---------|----------|

**Construction**

|     |     |     |
|-----|-----|-----|
| \$0 | \$0 | \$0 |
|-----|-----|-----|

**SubAwards**

|     |     |     |
|-----|-----|-----|
| \$0 | \$0 | \$0 |
|-----|-----|-----|

**Procurement Contracts**

|     |     |     |
|-----|-----|-----|
| \$0 | \$0 | \$0 |
|-----|-----|-----|

**Other Costs**

|         |         |         |
|---------|---------|---------|
| \$1,680 | \$1,680 | \$3,360 |
|---------|---------|---------|

**Total Direct Costs**

|           |           |           |
|-----------|-----------|-----------|
| \$205,334 | \$179,666 | \$385,000 |
|-----------|-----------|-----------|

**Indirect Costs**

|     |     |     |
|-----|-----|-----|
| \$0 | \$0 | \$0 |
|-----|-----|-----|

**Total Project Costs**

|           |           |           |
|-----------|-----------|-----------|
| \$205,334 | \$179,666 | \$385,000 |
|-----------|-----------|-----------|

Federal

\$205,334    \$179,666    \$385,000

Non-Federal

\$0            \$0            \$0

Budget Totals

|                    | Total     | Percentage                |
|--------------------|-----------|---------------------------|
| Total Project Cost | \$385,000 |                           |
| Federal Funds      | \$385,000 | 100.00~symbolPlaceholder~ |
| Non-Federal Amount | \$0       | 0.00~symbolPlaceholder~   |
| Match Amount       | \$0       | 0.00~symbolPlaceholder~   |
| Program Income     | \$<br>0   |                           |

0.00~symbolPlaceholder~

Empty Space

**Please note:** After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

| Standard Applicant Information                  | Equals | Budget Summary        |
|-------------------------------------------------|--------|-----------------------|
| Total Estimated Funding                         | =      | Total Project Costs   |
| Federal Estimated Funding (federal share)       | =      | Federal Funds         |
| Applicant Estimated Funding (non-federal share) | =      | Match Amount          |
| Program Income Estimated Funding                | =      | Program Income Amount |

Budget Category

Personnel

Fringe Benefits

Travel

Equipment



Supplies

Construction

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 4

### Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## 10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may

result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## 13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

### 4. Rules of construction

#### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

#### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 15

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 16

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with

participating minors), and are incorporated by reference here.

## 17

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 18

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 19

### Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

#### 1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

#### 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or

both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any



inappropriate duplication of funding.

## 28

### Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 29

### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 30

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 31

### Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

## 32

### Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

## 33

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

## 34

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award\_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

## 35

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

## 36

### Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

38

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

41

The Project Director and/or any other key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJP, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

[ ]

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Award Acceptance**

## **Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### **Agency Approval**

#### **Title of Approving Official**

Assistant Attorney General

#### **Name of Approving Official**

Amy Solomon

#### **Signed Date And Time**

9/25/23 9:21 AM

### **Authorized Representative**

### **Entity Acceptance**

#### **Title of Authorized Entity Official**

Mayor

#### **Signed Date And Time**





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| <input checked="" type="checkbox"/> <b>MAYOR LESTER M. MILLER</b> | <input type="checkbox"/> <b>MAYOR PRO TEMPORE SETH CLARK</b>       |
| <input type="checkbox"/> <b>COMMISSIONER VALERIE WYNN</b>         | <input type="checkbox"/> <b>COMMISSIONER PAUL BRONSON</b>          |
| <input type="checkbox"/> <b>COMMISSIONER ELAINE LUCAS</b>         | <input type="checkbox"/> <b>COMMISSIONER MALLORY C. JONES, III</b> |
| <input type="checkbox"/> <b>COMMISSIONER RAYMOND WILDER</b>       | <input type="checkbox"/> <b>COMMISSIONER BILL HOWELL</b>           |
| <input type="checkbox"/> <b>COMMISSIONER VIRGIL WATKINS, JR.</b>  | <input type="checkbox"/> <b>COMMISSIONER AL TILLMAN</b>            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A FY2024 H.E.A.T. GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY IN THE AMOUNT OF \$58,456.08, WITH NO LOCAL MATCH, TO BE USED BY THE BIBB COUNTY SHERIFF'S OFFICE TO PROVIDE FOR H.E.A.T.-RELATED ENFORCEMENT AND RELATED EXPENSES; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS,** The Bibb County Sheriff's Office has been awarded a FY2024 Highway Enforcement of Aggressive Traffic ("H.E.A.T.") Grant from the Governor's Office of Highway Safety in the amount of \$58,456.08, with no local match required, for the purpose of funding H.E.A.T. -related enforcement activity and related expenses; and

**WHEREAS,** The Bibb County Sheriff's Office H.E.A.T. unit enforces traffic safety and DUI laws, as well as aggressive and dangerous drivers, and investigates traffic accidents; and

**WHEREAS,** a copy of the grant award notification and the grant contract documents have been attached hereto as Exhibit A for review and reference purposes, and are incorporated herein by reference; and

**WHEREAS,** the Macon-Bibb County Commission desires to accept the H.E.A.T. grant funds; and

**WHEREAS,** the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission does hereby authorize the acceptance of the H.E.A.T. grant in the amount of FIFTY-EIGHT

THOUSAND FOUR HUNDRED FIFTY-SIX DOLLARS AND 08/100 CENTS (\$58,456.08), with no local match required, from the Governor's Office of Highway Safety for the purposes set forth hereinabove, with said funds to be utilized by the recipient department in substantially the same way as described in the attached Exhibit A.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

(SIGNATURES ON FOLLOWING PAGE)

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

(SEAL) Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2023 Miller Accepting GOHS HEAT Grant for Sheriff's Department -\$58,456.08.docx*



# **EXHIBIT A**

RECEIVED OCT 02 2023



GOVERNOR'S  
OFFICE OF  
HIGHWAY  
SAFETY

**Governor's Office of Highway Safety**

7 Martin Luther King Jr Drive • Suite 643 • Atlanta, Georgia 30334  
Telephone: 404.656.6996 or 888.420.0767 • Facsimile: 404.651.9107  
[www.gahighwaysafety.org](http://www.gahighwaysafety.org)

**Brian P. Kemp**  
GOVERNOR

**Allen Poole**  
DIRECTOR

September 25, 2023

Mr. David Davis  
Bibb County Government  
668 Oglethorpe Street  
Macon, GA, 31201

**Re: Application #: GA-2024-Bibb Count-00028-C**  
**Grant #: GA-2024-402 PT-028**  
**Project Title: HEAT Bibb County Sheriff's Office**

Dear Mr. David Davis:

Congratulations! It is my pleasure to inform you that your application in the amount of \$58,456.08 in federal funds has been approved. The effective date of the grant is October 1, 2023 through September 30, 2024. Allowed costs incurred within this period are reimbursable at a rate of 100% of the approved federal funds allocated above. Please keep in mind that all GOHS Grant funds must be identified separately in your accounting system. For additional details, please reference the Grant Terms and Conditions #5 entitled, "Accounting Records/Source Documentation."

GOHS is excited to announce we have migrated all applications, grants, and reports to a new grants management system. Your applications and any subsequent grants are now in the new system and will be available to you October 2, 2023. Username and password information will be emailed to you no later than September 30, 2023 and you will have the option to change your password to keep your account protected. GOHS is in the process of creating a training course to assist grantees with the transition.

As a reminder, GOHS and the National Highway Traffic Safety Administration (NHTSA) must provide your agency with written approval prior to the purchase of any equipment item costing \$5,000.00 or more. Throughout this process, your agency must ensure that their local procurement policies as well as the Buy America Act requirements are followed. If local policies are not available, your agency must use the State of Georgia procurement procedures.

GOHS is required to complete Risk Assessments on each grantee prior to the award and notify the grantee of the outcome. The Risk Assessment is based upon prior grants, audit reports, and/or interaction during the application process. Your agency's Risk Assessment score for the FFY 2024 grant year is Low. For additional information, please review the enclosed attachment entitled, "Risk Assessment".

If your jurisdiction/agency (combined) receives federal funds of \$750,000.00 or more in a year, an audit is required in accordance with 2 CFR Part 200, Subpart F. A copy of the audit report must be submitted to the Governor's Office of Highway Safety (GOHS) prior to September 30, 2024.

Agencies awarded federal funds through GOHS are encouraged to receive their reimbursement payments electronically. If your agency received funds in FFY 2023, please review the information previously submitted on your Vendor Management Form (VMF) and update if needed by utilizing the enclosed "revised" VMF. If no changes are needed, GOHS will continue to use the information previously submitted to reimburse electronically. Agencies that did not receive federal funds in FFY 2023 must complete the enclosed VMF. Please note that in completing the VMF, GOHS will complete the Supplier's number under Section 1 along with Section 5 once submitted. Upon



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completion, please mail the VMF to Paula Wilbanks, GOHS Grants Specialist at the above address OR email her at, [pwilbanks@gohs.ga.gov](mailto:pwilbanks@gohs.ga.gov) no later than **October 15, 2023**. Any delay in submitting this form may delay reimbursements. Once claims for reimbursement have been submitted, your agency can verify the payment status on the State of Georgia Accounting Office's vendor management portal at <http://sao.georgia.gov/vendor-payment-management>.

If you are considered a new grantee, there is a W-9 tax form included within this award packet, along with instructions. This form is required to be completed and sent back to GOHS before any reimbursements can be made. Once completed, please email the form to Paula Wilbanks, GOHS Grants Specialist at [pwilbanks@gohs.ga.gov](mailto:pwilbanks@gohs.ga.gov).

The Grant Terms and Conditions contain important information from GOHS. Enclosed you will find updated Grant Terms and Conditions as well as GOHS Special Conditions governing the above-referenced project. These documents clearly identify the guidelines and requirements governing your grant. Please note #1 under Grant Terms and Conditions states that **all grant awards are contingent upon the availability of federal funds**. Promotional/ incentive type items will not be reimbursed. This includes, but is not limited to, key chains, shirts, cups, pens, and bags. An announcement to the public regarding the award of this grant is a requirement of the grant and must obtain GOHS approval prior to being distributed. The procedure for this will be to send the grant announcement to your GOHS grant manager, listed below. The grant manager will ensure the announcement contains the appropriate information and notify you of the approval. You can then release it to your media.

**SAM Unique Entity Identifier: TVNBHEU6LLY9**

**Assistance Listing Title: State and Community Highway Safety**

**Assistance Listing Number: 20.600**

**FAIN: 69A37522300004020GA0**

**Subaward Period of Performance State and End Date: October 1, 2023 – September 30, 2024**

**Subaward Budget Period State and End Date: October 1, 2023 – September 30, 2024**

Included with this letter is a copy of your signed certification page for your files.

Should you have questions regarding the content of this letter, please contact your assigned grant manager, Powell Harrelson at (404) 656-6996. GOHS looks forward to your partnership in helping to make Georgia's roadways safer.

Sincerely,



Allen Poole  
Director

AP/sw

Enclosures

cc: Scott Davis, Agency Administrator  
Mr. Brad Wolfe, Financial Officer  
Powell Harrelson, Planner/Grant Manager



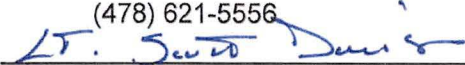
An Equal Opportunity Employer



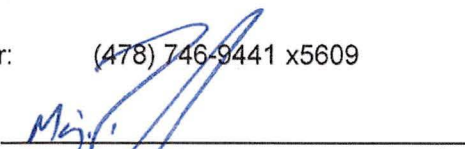
**General Application 2024**  
**Organization: Bibb County Government**  
**GA-2024-Bibb Count-00028-C**  
**Certification and Signatures**

I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. **Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed".**

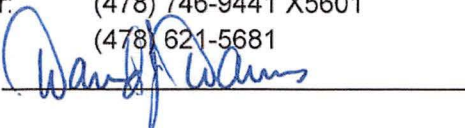
**Agency Administrator \***

|               |                                                                                   |                |                                           |
|---------------|-----------------------------------------------------------------------------------|----------------|-------------------------------------------|
| Name:         | Scott Davis                                                                       | Title:         | Lieutenant                                |
| Agency:       | Bibb County Government                                                            | Address:       | 668 Oglethorpe Street<br>Macon, GA, 31201 |
| Phone Number: | (478) 746-9441 X5609                                                              | Email Address: | sjdavis@maconbibb.us                      |
| Fax Number:   | (478) 621-5556                                                                    |                |                                           |
| Signature:    |  | Date:          | 1/30/2023                                 |

**Agency Staff \***

|               |                                                                                     |                |                                           |
|---------------|-------------------------------------------------------------------------------------|----------------|-------------------------------------------|
| Name:         | Mr. Brad Wolfe                                                                      | Title:         | Major                                     |
| Agency:       | Bibb County Government                                                              | Address:       | 668 Oglethorpe Street<br>Macon, GA, 31201 |
| Phone Number: | (478) 746-9441 x5609                                                                | Email Address: | bwolfe@maconbibb.us                       |
| Fax Number:   |                                                                                     |                |                                           |
| Signature:    |  | Date:          | 1/18/2023                                 |
| FEI Number:   | 46-3992371                                                                          |                |                                           |

**Authorized Official \***

|               |                                                                                     |                |                                           |
|---------------|-------------------------------------------------------------------------------------|----------------|-------------------------------------------|
| Name:         | Mr. David Davis                                                                     | Title:         | Sheriff                                   |
| Agency:       | Bibb County Government                                                              | Address:       | 668 Oglethorpe Street<br>Macon, GA, 31201 |
| Phone Number: | (478) 746-9441 X5601                                                                | Email Address: | ddavis@maconbibb.us                       |
| Fax Number:   | (478) 621-5681                                                                      |                |                                           |
| Signature:    |  | Date:          | 1/30/2023                                 |

**\* NOTE: AGENCY ADMIN, AGENCY STAFF AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.**



**GOVERNOR'S OFFICE OF HIGHWAY SAFETY**  
**7 Martin Luther King Jr. Drive SW**  
**Suite 643**  
**Atlanta, GA 30334**

**Pre-Award Risk Assessment Form**

**RATING SCALE\***

|        |      |                                                 |             |
|--------|------|-------------------------------------------------|-------------|
| 0 – 3  | No's | Applicant considered low risk for monitoring    | <b>LOW</b>  |
| 4 – 7  | No's | Applicant considered medium risk for monitoring | <b>MED</b>  |
| 8 – 12 | No's | Applicant considered high risk for monitoring   | <b>HIGH</b> |

Based on the above rating scale, applicants will be placed in one risk area. If awarded, sub-recipients will be monitored based on the following:

**High Risk**

1. Could withhold full or partial payments pending single audit results.
2. Schedule a meeting within the first month of grant award.
3. Require mandatory training attendance by at least two - Authorizing Official, Financial Officer, Agency Administrator.
4. Provide training and technical assistance on program related matters.
5. Consider taking enforcement action against the non-compliant applicants.
6. GOHS will make a minimum of 2 visits to the sub-recipient during the grant year.

**Medium Risk**

1. Schedule a financial review with the applicant.
2. Could withhold full or partial payments pending single audit results.
3. Provide training and technical assistance on program related matters.

**Low Risk**

1. Standard monitoring.

\* - FFY2024 scoring was adjusted due to COVID-19

0-4 - Low Risk

5-8 - Medium Risk

9 plus - High Risk

# GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT SPECIAL CONDITIONS

## H.E.A.T. Law Enforcement

The Georgia Governor's Office of Highway Safety (GOHS) is pleased to award this grant, with the following special conditions:

All GOHS grantees are expected to fulfill the following requirements in addition to the terms and conditions in the attached grant application:

1. All grantees are **required** to promote Georgia's safety belt laws, to include the necessity of drivers and passengers wearing safety belts and placing children in age/height appropriate child safety restraints. The most current information can be found on the GOHS website.
2. All grantees are **required** to publicize their GOHS Awarded grant with the media, utilizing print, radio and/or television. This announcement must receive prior approval from GOHS before releasing to the media. It must be made within the first (1<sup>st</sup>) quarter of the approved grant. A copy of the actual announcement must be forwarded to GOHS. Records **must** be kept and provided to GOHS of all print media articles related to the grant as well as a copy of all announcements sent to radio and television stations. If possible, please provide radio/television station verification of the dates and times when announcements were aired.
3. All printed items produced with grant funds or ordered and paid for by this grant must receive prior approval from GOHS and include the current GOHS logo and/or a statement that says either, *"This project is funded by the Georgia Governor's Office of Highway Safety"* or *"The Georgia Governor's Office of Highway Safety is a full partner in this program."* Photo or scan of final produced item shall be attached with the invoice when filing for reimbursement.
4. All equipment must be purchased within the first 90 days after the grant award effective date. Equipment with a cost of \$5000.00 or more must be approved by GOHS and NHTSA prior to purchase. The agency must ensure that their local procurement policies as well as the Buy America Act are followed.
5. H.E.A.T. activity hours are a condition of the project. GOHS will no longer reimburse based upon a salary of an individual. Please review full Grant Terms and Conditions for further regarding the "General Cost of Government" regulations.
6. Qualified Officers/Deputies assigned to H.E.A.T. activity hours must provide documentation showing hours worked AND hours worked on the project along with enforcement activity on a monthly basis. This documentation will be submitted via GOHS Form 203.
7. Qualified officers/deputies assigned to H.E.A.T. activity hours must have sufficient training in traffic enforcement, including, but not limited to Radar, Laser, Standardized Field Sobriety, ARIDE, etc. The unit must have at least one certified Drug Recognition Expert (DRE) and Child Passenger Safety Technician (CPST).
8. Grantees receiving funds from GOHS must submit programmatic and claim reports MONTHLY, by the 20th of the following month. Monthly reports must document and support the objectives and activities outlined in grant. No financial claim will be processed without a programmatic report, which supports the expense.
9. Grant amendments, if needed, must be submitted in the GOHS grant management system prior to June 30<sup>th</sup>.
10. As the grant period ends (September 30th), grantee must submit "Final Report" highlighting objectives met/unmet, major accomplishments, etc. The established due date will be provided by GOHS within the GOHS closeout letter prior to the end of fiscal year.



# GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT SPECIAL CONDITIONS

## H.E.A.T. Law Enforcement

11. All grant programs **must** have an evaluation component that is approved by the Governor's Office of Highway Safety.
12. The Grantee **must** participate in a regional Traffic Enforcement Network. This should include monthly meetings, local safety events and campaigns, and press events.
13. All grant programs must cooperate fully with entities dealing with traffic safety issues to include but not limited to: MADD, SADD, Safe Kids, Public Health, other enforcement agencies, etc.
14. Law enforcement grantees are encouraged to seek out community partners for the purposes of promoting traffic safety education. These include, but are not limited to, school, civic associations, faith-based organizations, and private businesses.
15. Traffic safety education is an important component of the HEAT Program. Education programs should include information on Georgia's Move-Over Law as well as Georgia's Seat Belt Law.
16. The Grantee must participate in Click-it or Ticket, Drive Sober or Get Pulled Over (Operation Zero Tolerance), Operation Southern Slow Down, Thunder Task Force, and other National Highway Safety campaigns and report enforcement numbers for each campaign in the GOHS online reporting [www.gareporting.com](http://www.gareporting.com). Media release templates for campaigns will be provided by GOHS for local customization and release by HEAT agencies.
17. The Grantee must participate in the Governor's Challenge Program by submitting a Governor's Challenge application package and attending the annual awards banquet. The due date will be in Mid-May, 2024.
18. GOHS grantees must submit crash reports electronically to GDOT (GEARS).
19. Grantees are required to maintain the H.E.A.T. color scheme on vehicles participating in the project. These vehicles shall be Black with silver/ grey lettering (see specification sheet).
20. Unless otherwise dictated by the employing agency's policy and/or agency's management, H.E.A.T. officers must issue 1205 suspensions when applicable under Georgia law and must attend all ALS Hearings.
21. Grantee must report when any vehicle purchased with GOHS funds is involved in a crash. A copy of the police report, along with other supporting documents and photographs, must be submitted to GOHS within 30 days after the crash.
22. Grantees must obtain prior approval from GOHS before any out of state travel. A **Travel Authorization Form** must be completed and approved in the GOHS grants management system prior to making ANY travel arrangements. Claims and Progress Reports must be up-to-date prior to approval. In addition, the agency/organization policies for travel must also be adhered to. If there are no policies, GOHS travel policies must be followed.
23. Each participating law enforcement agency will conduct checkpoints and/or saturation patrols on at least four nights during the National impaired driving campaign and will conduct checkpoints and/or saturation patrols on a quarterly basis throughout the remainder of the year.

Please direct any questions about your grant and/or these conditions to  
Roger Hayes at [rhayes@gohs.ga.gov](mailto:rhayes@gohs.ga.gov) or 404-656-6996.



**GOVERNOR'S  
OFFICE OF  
HIGHWAY  
SAFETY**

## **GEORGIA HIGHWAY SAFETY GRANT APPLICATION**

**Governor's Office of Highway Safety  
7 Martin Luther King Jr Drive, Suite 643  
Atlanta, Georgia 30334  
Tel: (404) 656-6996 Fax: (404) 651-9107  
[www.gahighwaysafety.org](http://www.gahighwaysafety.org)**

### **GRANT TERMS, CONDITIONS AND CERTIFICATION**



# GRANT TERMS AND CONDITIONS

## 1. AVAILABILITY OF FEDERAL FUNDS

All grant awards are contingent upon the availability of federal funds.

## 2. GENERAL REQUIREMENTS

As a condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to:

- 23 U.S.C Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

## 3. FINANCIAL MANAGEMENT SYSTEMS

Financial management systems shall provide for accurate, current, and complete disclosure of financial results for each grant program. These systems must also provide records that identify the application of grant funds; effective control and accountability for all funds and property; comparisons of actual outlays with budgeted amounts; and a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

## 4. OBLIGATION OF FUNDS

Grant funds may not, without advance written approval by the GOHS, be obligated prior to the effective date or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period. The due date for the final claim will be announced by GOHS in the grant closeout letter, generally sent to the sub-recipient during the month of August.

## 5. ACCOUNTING RECORDS/SOURCE DOCUMENTATION

The sub-recipient must maintain an accounting system, which identifies and separates the source and application of all funds provided for the grant's activities. The system must record and summarize financial transactions in a manner sufficient to permit the required reports to be prepared from them. These financial transactions should be recorded in books of original entry (cash receipts and disbursement journals) and summarized through the use of ledgers, which identify the financial results of the grant's activities. All transactions should be adequately documented and identified in the accounting records in order that they can be traced from the original source documents to the accounting records and then to the monthly claim for reimbursement submitted to GOHS.

The sub-recipient must support accounting records with source documentation such as cancelled checks, paid bills, etc. When personnel services and/or activity hours are funded as part of the grant, the agency shall maintain the following additional documentation:

- payroll records;
- time distribution and attendance records for individual employees;
- salaries and wages of employees, chargeable to more than one project or cost;
- appropriate time distribution records showing time allocated to each function.

Documentation for matching funds must also meet the criteria above.

### ***Support of salaries, wages, and activity hours***

Where sub-recipient employees are expected to work solely on a single Federal Award or cost objective, charges for their salaries, wages, and/or activity hours must be supported by semi-annual certification. This

document verifies that the employee worked solely on that program for the period covered by the certification and/or activity hours submitted through the reporting process. The certification periods cover October – March and April – September. Sub-recipients with personnel service costs (does not include enforcement/activity hours) within their budget must complete and submit the Semi-Annual Certification Form provided by their assigned GOHS Grant Manager no later than thirty (30) days after the close of each period. The form must be signed by the employee or their supervisory official having firsthand knowledge of the work performed by the employee.

## **6. COSTS**

### **a. ALLOWABLE COSTS**

Payment for costs incurred shall be on a reimbursable basis. An advance of funding is not allowable for Highway Safety activities. Cost incurred means the grant must have established a liability for payment.

Items must meet all of the following criteria to be an admissible cost for reimbursement of an approved highway safety grant:

All items must:

- be an item or service approved in the grant.
- represent an actual expenditure and be chargeable to the grant.
- be incurred on or after the authorized effective date of the grant and on or before the ending date of the grant period.
- be necessary for proper and efficient administration of the project and be allocated to the activities in the grant
- be reasonable when compared to unit value.
- be reduced by all applicable credits.
- be in the pro-rata share of the approved project (when allowable costs are to be allocated or pro-rated to a project, an allocation or pro-ration worksheet must be prepared and retained by the agency for audit).
- be permissible under federal, state, and local laws, regulations, and practices.
- not result in a profit or other increment to the sub-recipient unless the profit is used to advance the project within the grant limits.
- not be allocated to, or included, as a cost of any other federally financed program.

### **b. UNALLOWABLE COSTS**

- Promotional/ Incentive type items
- Compensation for time spent in court.
- Compensation for overtime paid at one and a half times pay unless the following conditions are met:
  - 1) Payments for overtime, which are clearly defined, and separately delineated in the grant application, exhibited as a separate cost category in the budget pages of the grant application, **and pre-approved by GOHS.**
  - 2) A plan for overtime payment, including the existing departmental or agency overtime policy for non-project personnel, must be submitted for review and approval by GOHS prior to expense being incurred.
- Employee's salary while pursuing training nor to pay the salary of the employee's replacement, except where the employee's salary is supported with federal funds under an approved GOHS project.

Contact your GOHS Grant Manager if there are any questions or concerns regarding allowable or unallowable costs.

## **7. EDUCATION AND TRAINING**

Development costs associated with new training curriculums and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA/FHWA or by other states and are approved by the NHTSA/FHWA Regional Administrator. This does not preclude modifications of present material necessary to meet particular state and local instructional needs.

In order for the cost of training to be approved for funding in the grant, the following criteria apply:

- All personnel to receive training must currently be working in an area dealing with the highway safety grant or project.
- The person(s) receiving the training will be used in a highway safety area or project for a reasonable period of time after receiving the training.
- The training requested must be critical to the operation of the highway safety grant/project.

## **8. PROGRAM INCOME**

Program income means gross income earned by the sub-recipient from grant-supported activities. Program income may include but is not limited to revenue from service fees, sale of commodities acquired with federal funds, use of rental fees for property acquired with federal funds and royalties on patents and copyrights.

Income generated from a highway safety funded grant must be utilized in operation of the project, to defray on-going expenses during the grant period and should be credited against expenses claimed. Documentation shall be maintained for any such income. Agencies no longer receiving highway safety financial assistance but generating income from previously supported activities are encouraged to use the income to support continuation of the highway safety activity.

Proceeds from the sale of equipment will be handled in accordance with the requirements outlined in this chapter's Property Management Section and reported using the Property Management Form.

## **9. CASH MANAGEMENT**

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by 2 CFR 200.302.

For sub-recipients, grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees. 2 CFR 200.302.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

## **10. REIMBURSEMENT/PAYMENT**

### **Automated Clearing House (ACH)**

Effective January 1, 2012, sub-recipients are highly encouraged to receive their reimbursement payment electronically. Upon receipt of GOHS award letter, sub-recipient must complete and submit the Vendor Management Form (VMF). Reimbursement could be delayed if sub-recipient fails to submit the VMF.

### **Sub-recipient's Reimbursement Checks**

Sub-recipients approved by GOHS to receive a reimbursement check must agree to cash the check within 60 days from the date listed on the face of the check. Sub-recipient understands that the holding of reimbursement checks may result in payment being cancelled by GOHS.

## **11. LAW ENFORCEMENT AGENCIES ONLY**

In the case of grants involving traffic law enforcement activities, sub-recipient will ensure the completion of the Georgia Uniform Motor Vehicle Accident Report form for all crashes occurring within their jurisdiction. Sub-recipient will further ensure that said report is forwarded to the Georgia Department of Transportation

within 14 days of the end of the month in which the crash occurred.

### **Electronic Crash Reporting and Citation Systems**

GOHS strongly encourages all law enforcement agencies to implement/participate in the electronic crash report and citation systems, which provide for reporting local crash and citation data electronically. Sub-recipient's participation here provides for better data analysis.

## **12. EQUIPMENT**

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-recipient; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purpose 2 CFR 200.313.

GOHS retains the right to reclaim any equipment item purchased with federal highway safety funds provided through this grant. This right is established when any one of the following applies:

- a. The equipment item is not being used for the purposes for which it is purchased.
- b. The sub-recipient can no longer perform established objectives detailed in the grant;
- c. If the sub-recipient fails to comply with State and Federal laws or policies that govern the terms and conditions of this grant.

The equipment shall be delivered and/or made available to GOHS within thirty (30) days after GOHS's written request.

## **13. GENERAL COSTS OF GOVERNMENT (Supplanting)**

The sub-recipient shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled. Costs for personnel and/or activity hours can only be reimbursed for the time spent directly on the project.

The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be General Cost of Government and is not allowable. Failure to comply with this requirement could result in the following actions:

- Refund to GOHS its portion of compensation (salary/fringe benefits/activity hours) previously received.
- Termination of the federally funded grant.

If a grant employed person is unable to fulfill his or her duties for more than 12 consecutive weeks (FMLA), the sub-recipient is expected to replace that employee. Contact your assigned GOHS Grant Manager for additional instructions.

**NOTE:** See also Grant Terms and Conditions #57 below

## **14. PROJECT IMPLEMENTATION**

The sub-recipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report and claim submission.

## **15. GOHS CERTIFICATION PAGE**

Sub-recipient must inform GOHS **immediately** when changes occur within the Agency's Authorized Official (AO), the Agency Administrator (AA), or the Agency Staff (AS). Sub-recipient agrees to submit a new GOHS Certification page signed by the AO, AA, and AS in blue ink. The new form must be submitted to the assigned GOHS Grant Manager no later than five (5) days after the change has been made in the grant management system.

## **16. MODIFICATIONS/BUDGET AND PROGRAM**

If after the implementation date of a project, it becomes necessary to make budget revisions, programmatic changes or schedule modifications, the sub-recipient should detail the modification necessary and the justification for the change. Written modifications are necessary for all budget changes, time extensions beyond the approved ending date and for any major deviations from project goals and objectives. The request for the modification must be submitted within the GOHS grant management system by the sub-recipient and approved by GOHS prior to any purchases or changes within the project. The modification is not approved until the sub-recipient receives approval notice through the GOHS grant management system. Contact your assigned GOHS Grant Manager for specific instructions to request modifications.

## **17. MONITORING AND REPORTING PROGRAM PERFORMANCE**

Sub-recipient shall constantly monitor the performance of grant activities to ensure that time schedules and other performance goals are being achieved. Actual progress toward established goals and objectives shall be compared monthly and reasons for not meeting objectives shall be reported. A Final Report must be completed and submitted in the GOHS grant management system after the project ends. All sub-recipients will be notified of the due date before the project ends.

Grant monitoring by GOHS personnel will begin soon after the effective date of the grant and periodically thereafter for the duration of the project. Monitoring visits may review, in detail, the progress of the project, record keeping and support documents, accountability of equipment, budget, time frames, and ensure monies obligated are spent in accordance with the grant agreement.

## **18. PROCUREMENT STANDARDS**

Sub-recipients will follow the same policies and procedures it used for procurement covered by their non-grant funds. These procedures must be written and should reflect applicable state and local laws and regulations. The sub-recipient's procurement system will provide for maximum open and free competition concerning its procurement transactions.

Sub-recipient will maintain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts and bids. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract or bid supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Sub-recipient procedures will provide for review of proposed procurement to avoid purchase of unnecessary or duplicate items. Whenever possible, the sub-recipient should enter into state and local intergovernmental agreements for the procurement of common goods.

The sub-recipient will maintain records sufficient to detail the significant history of the purchase.

Equipment items with a unit cost of \$5,000.00 or more must have prior written approval from NHTSA through GOHS before being purchased.

## **19. REPORTS**

The sub-recipient shall submit, at such times and in such forms as may be prescribed, such reports as the Governor's Office of Highway Safety (GOHS) may reasonably require, including monthly financial reports, progress reports, final financial reports and evaluations reports. A Final Report must be completed and submitted in the GOHS grant management system after the project ends. All sub-recipients will be notified of the due date before the project ends.

Monthly programmatic/activity reports and claims are due to GOHS by the 20<sup>th</sup> of the following month in which services are provided. (Example: October's Reports are due in the GOHS grant management system on or before November 20<sup>th</sup>.)

Should GOHS choose to include sub-recipients in an evaluation to measure the effectiveness of a grant program, the agency agrees to cooperate fully with the evaluation and provide information related to the grant.

The Georgia Electronic Records and Signatures Act (O.C.G.A. § 10-12-1 et. seq.) recognizes the legal validity of transactions carried out electronically and permits the recording and retention of information and

documents in electronic form. It goes further to define the term “electronic record” as information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form. Compliance with this act will allow the Governor’s Office of Highway Safety to receive and process monthly financial claims based on the electronic submission of the claim forms through the GOHS grant management system. The Authorized parties that submit the claims electronically are in effect signing to the validity of these expenditures in lieu of submitting a signed form. A signed form is still an acceptable method of submitting a claim but is no longer required as stated in this Code Section.

The integrity of the GOHS grant management system adopted and established by GOHS personnel has become intrinsic in the ability to manage grants as effectively and efficiently as possible. Effective October 1, 2007 GOHS authorized payments based on the electronic submission of claims and no longer require a hard copy with original signatures from the sub-recipient.

## **20. PROPERTY MANAGEMENT**

Non-expendable tangible personal property acquired by the sub-recipient wholly or in part with federal funds, will have title vested in the sub-recipient subject to the following management requirements and restrictions on use and disposition of the property:

- A. **Insurance** - Sub-recipients are required to carry full coverage on any motor vehicle purchased with grant funds as long as GOHS retains an interest in the vehicle.
- B. The sub-recipient shall retain the property as long as it is used and there is a need for it to accomplish the purpose of the grant program, whether or not the program continues to be assisted by federal funds.  
**(NOTE: If GOHS terminates a grant for cause prior to the end of the project period, disposition instructions for equipment will be issued within 30 calendar days after the end of the federal support of the project for which it was acquired.)** Procedures for sub-recipient to manage the equipment until disposition takes place will, at a minimum, meet the following requirements:
  1. Property records must be maintained, including a description of the property, a serial number or other identification numbers, title holder, the acquisition date, cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property.
  2. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
  3. A control system must be developed to ensure safeguards against loss, damage, or theft of the property. Any loss, damage or theft shall be investigated and reported to GOHS within 30 days.
  4. Adequate maintenance procedures must be developed to keep the property in good condition.
- C. For lost, stolen, or destroyed equipment that had a purchase price of \$5,000 or more OR when original or replacement equipment acquired under a grant is no longer needed for the original project, or for other activities currently or previously supported by a federal agency, **disposition of the equipment** will be made as follows:
  1. Sub-recipient must submit to the GOHS Grant Manager a written request & GOHS Form 301 detailing their reason(s) to dispose of the equipment.
  2. Upon receipt of the written request, GOHS Grant Manager will investigate and review the request with GOHS Director/Deputy Director. Upon their approval, a letter will be sent to NHTSA requesting approval to dispose of the equipment.
  3. Once the disposition has been determined by NHTSA, the sub recipient (Authorized Official, Agency Administrator, and Agency Staff) will be notified of the decision which will include instructions on how to proceed.
  4. Finance Director tags disposal of equipment in GOHS inventory.
- D. For purposes of this policy, “equipment items \$5,000 or more” include any item that has the capability of storing data, such as desktop computers, laptops, and I-pads. The \$5,000 threshold also includes items that may physically cost less than \$5,000 but with taxes and shipping costs added will equal over \$5,000.

## **21. PUBLIC INFORMATION AND EDUCATION**

Projects receiving GOHS funding will be reviewed to determine if a Public Information and Education (PI&E) task needs to be an integral part of the effort. Where applicable, the GOHS staff will assist in the development and coordination of any public information activities.

Public Information and Education activities shall be included in monthly activity reports and the final reports. Copies of PI&E materials should be included as an attachment to these reports.

To be eligible for reimbursement, expenditures of funds for public information activities must have prior approval of GOHS. All public information material should recognize the support of GOHS, National Highway Traffic Safety Administration and/or Federal Highway Administration as applicable.

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

Federal highway safety funds cannot be used to pay the costs of advertising space or time unless special written permission has been granted by GOHS. GOHS may also seek approval from The National Highway Traffic Safety Administration.

## **22. PRODUCED MATERIALS/ ITEMS**

Materials/items produced as part of the grant shall indicate that the project is sponsored by the Governor's Office of Highway Safety. All public awareness/education materials/items developed as a part of a highway safety grant are to be submitted in draft to GOHS for written approval prior to the final production and/or distribution. Prior to submission of the request for payment of such material/item, the sub-recipient shall submit to GOHS all materials/items produced as part of the grant.

## **23. OBSERVANCE OF NATIONAL SAFETY CAMPAIGNS**

All sub-recipients shall assist the Governor's Office of Highway Safety in promoting the observance of safety campaigns throughout the grant year. These include but are not limited to National Child Passenger Safety Week (September); Pedestrian Safety Month (October), Click It or Ticket (May and November), Drive Sober or Get Pulled Over (Operation Zero Tolerance) (July, September, and December), 100 Days of Summer H.E.A.T. (summer months), and Operation Southern Slow Down (summer months).

## **24. SELF-SUFFICIENCY ASSURANCE**

State and local agencies must demonstrate the willingness and the ability to assume the costs of continuing activities after highway safety funding assistance has been terminated. The level of activity on continuation projects should extend to a point in the future substantially beyond the project expiration date. There should not be a significant reduction of the level or thrust of the effort.

## **25. SUBCONTRACTS**

If a sub-recipient needs to obtain a contract to perform certain phases of the work outlined in the approved grant, a subcontract may be initiated. GOHS must give written approval of the subcontract prior to its execution. The subcontract must cover the work to be accomplished by the subcontractor as approved within the applicable grant application. All costs associated with contractual services must meet the same requirements for reimbursement as those for the sub-recipient.

## **26. TRAVEL**

Travel costs must be directly related to work under the highway safety grant or incurred in the normal course of administering the grant. Reimbursement should be consistent with those costs normally allowed by the sub-recipient agency in its regular operations.

Should a sub-recipient not have a specific written travel reimbursement policy, the State of Georgia Travel Regulations should be used. Travel costs are only reimbursed for those funded by the grant unless prior written approval is obtained from GOHS.

Out-of-state travel must be approved by GOHS **prior** to making travel arrangements. Travel arrangements



include conference registrations, flights, hotel, etc. The sub-recipient must have funds available in their grant to cover the expenses. If a budget revision is necessary to cover expenses, the revision must be approved prior to commencement of travel. All requests for out-of-state travel must be submitted in the GOHS grant management system on the Travel Authorization Form. Please provide GOHS at least one month to grant approval. Unforeseen travel expenses may be reimbursed with the GOHS Director's (or designee) approval. On some occasions, GOHS may hold workshops, conferences, etc. and directly pay the associated travel costs of attendees. Sub-recipients must maintain these costs separate from their regular grant record to prevent confusion during an audit or review.

## **27. PERFORMANCE**

This grant may be terminated, or fund payments discontinued by GOHS where it finds a substantial failure to comply with the provisions governing these funds or regulations promulgated, including those grant conditions or other obligations established by GOHS. In the event the sub-recipient fails to perform the services described herein, and has previously received financial assistance from GOHS, the sub-recipient shall reimburse GOHS the full amount of the payments made.

However, if the services described herein are partially performed, and the sub-recipient has previously received financial assistance, the sub-recipient shall proportionally reimburse GOHS for payments made. This grant agreement may also be terminated due to non-availability of funds.

## **28. GRANT CLOSEOUT PROCEDURES**

Upon completion of the grant, settlements of adjustment and payments shall be made after final claims for reimbursement and final program reports are received. Grants may be suspended, payments may be withheld, or sub-recipients may be prohibited from incurring additional expenses, if a sub-recipient has failed to comply with the stipulations, standards or conditions of the grant awarded.

GOHS may terminate any grant, in part or in whole at any time before the completion of the grant, whenever it is determined that the sub-recipient has failed to comply with the conditions of the grant. Also, a grant may be terminated when both parties agree that continuation of the grant would not produce beneficial results. Provisions for project termination are further detailed in the grant agreement and should be reviewed prior to approval.

All grant funded purchases must be requested, purchased, invoiced, and delivered prior to September 30.

## **29. APPLICABLE FEDERAL REGULATIONS:**

Sub-recipients must comply with all applicable federal and state laws and requirements including:

- 2 CFR part 225 - Cost Principles for State, Local and Indian Tribal Government
- 2 CFR Part 220 - Cost Principals for Educational Institutions
- 2 CFR 200.500 - Audit of State and Local Governments, Non-Profit Organizations
- 2 CFR part 230 - Cost Principles for Non-profit Organizations

## **30. APPLICABLE STATE REGULATIONS:**

- O.C.G.A. § 10-12-1 (Electronic Signatures)

**Note: State of Georgia:** <https://law.justia.com/codes/georgia/2010/title-10/chapter-12/>

## **31. AUDIT REQUIREMENTS**

Sub-recipient agrees to comply with the following audit requirements:

Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions 2 CFR part 200, subpart F.

An entity includes not only the sub-recipient, but also the entire jurisdiction. As an example, if your agency were a city police department the entity would encompass the entire city. If your agency were a county agency, the entity would encompass the entire county. Therefore, to determine if your agency falls within the requirements to submit an audit, the federal funds for the entire city, county, etc. must be considered, not just



the funds expended in your grant.

The audit requirements are established to determine whether (a) financial operations are conducted properly, (b) the financial statements are presented fairly, (c) the organization has complied with laws and regulations affecting the expenditure of federal funds, (d) internal procedures have been established to meet the objectives of federally assisted programs, and (e) financial reports to the Federal Government contain accurate and reliable information. In an organization wide audit, GOHS funds must be clearly identified using the applicable Catalog of Federal Domestic Assistance (CFDA) number or the Assistance Listing Number.

Audits shall be carried out in accordance with generally accepted auditing standards as adopted by the American Institute of Certified Public Accountants Guidelines for the Audit of State and Local Governments, as well as the booklet "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," by the Comptroller General of the United States and 2 CFR part 200, subpart F.

The audit report must include as a minimum the following:

- Financial statements including a supplemental schedule covering federal funds expended during the audit period.
- A study and evaluation of the recipient's internal control system.
- A study and evaluation of the contracting agency's compliance with the laws and regulations for federally funded programs.
- A schedule of all questioned costs and incidents of noncompliance related to the federally funded project.

The sub-recipient's response to all findings and questioned costs, including corrective action taken or planned and the disposition of questioned costs, must accompany the audit report. This information must be sent to GOHS within 30 days of receipt of the audit report.

Failure to furnish an acceptable audit, as determined by the state and/or federal cognizant audit agency, may be a basis for denial and/or refund of federal funds. Federal funds determined to have been misspent are subject to refund or other resolution.

### **32. ACCESS TO RECORDS**

The Governor's Office of Highway Safety, the Comptroller General of the United States, or any of their authorized representatives, shall have the right to access any pertinent books, documents, papers, equipment purchased with federal funds, and records of the sub-recipient or subcontractor for the purpose of making audits, examinations, excerpts and transcripts.

### **33. COMPLIANCE WITH STATEWIDE REPORTING REQUIREMENTS**

The sub-recipient, as a condition of the grant, must comply with all state criminal justice reporting requirements mandated by law, or agency regulation. This includes but is not limited to the following Sections of the Official Code of Georgia Annotated.

- 24-3-17 Admissibility of certified copies of records of Department of Public Safety or Department of Driver Services or comparable agencies in other states; admissibility of computer transmitted records
- 40-6-278 The commissioner of transportation shall prescribe, by rule, uniform motor vehicle accident reports and reporting procedures that shall be used by all police officers, whether state, county, or municipal.
- 40-13-1 The commissioner of driver services shall develop a uniform traffic citation and complaint form for use by all law enforcement officers who are empowered to enforce the traffic laws and ordinances in effect in this state.
- 36-70-20 Service Delivery Strategy Act

### **34. COURT PAY**

The Governor's Office of Highway Safety cannot reimburse expenditures for court pay. Section 24-10-27 of the Official Code of Georgia Annotated, entitled witness fee for police officers, etc., indicates that expenditures for court pay to law enforcement officers shall be paid by the governing body authorized to disperse public funds for the operation of the court. Therefore, no federal funds can be utilized to supplant these local funds.

### **35. NONDISCRIMINATION**

The State highway safety agency and subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin)
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964)
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government; and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

During the performance of this contract/funding agreement, the contractor/funding recipient agrees:

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate,
- including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

### **36. BUY AMERICA ACT**

The State and each subrecipient will comply with provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

### **37. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS**

- a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus area firms are used when possible.
- b) Affirmative steps must include
  1. Placing qualified small and minority businesses and women's business enterprise on solicitation lists;
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listing in paragraphs (b)(1) through (5) of this section.

### **38. DOMESTIC PREFERENCES FOR PROCUREMENTS**

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all

subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

- “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**39. POLITICAL ACTIVITY (HATCH ACT)**

The state and sub-recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**40. CERTIFICATION ON CONFLICTS OF INTEREST – NHTSA Disclosure**

Applies to subrecipients as well as States

**General Requirements**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in such subaward. Such a financial or personal interest would arise when the employee, officer, or agency, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based upon this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a) The code or standards shall provide that the recipient’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b) The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipients shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

**Disclosure Requirements**

No state or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy.

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possibly, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue to award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees, or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

#### **41. CONFLICT OF INTEREST**

Personnel and other officials connected with this grant shall adhere to the requirements given below:

1. No official or employee of a state or unit of local government or of non-government grantees/sub-recipient shall participate personally through sole approval or disapproval of a grant application or a grant's budgetary matters, when doing so would create a conflict of interest, potential conflict of interest, or appearance of impropriety.
2. Appearance: An appearance of a conflict exists when a reasonable person would conclude from the circumstances that an employee's ability to protect the public interest, or perform public duties, is compromised by personal interests. An appearance of conflict could exist even in the absence of a true conflict. In the use of these grant funds, officials, or employees of state or local units of government and non-governmental grantees/sub-recipient shall avoid any action which might result in, or create the appearance of:
  - Using his or her official position for private gain;
  - Giving preferential treatment to any person;
  - Losing complete independence or impartiality;
  - Making an official decision outside official channels; or
  - Affecting adversely the confidence of the public in the integrity of the government or the program.
3. The sub-recipient certifies that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibits and regulates certain transactions between certain state officials, employees, and the state of Georgia, have not been violated and will not be violated in any respect.

#### **42. COPY RIGHT**

Except as otherwise provided in the terms and conditions of this grant, the sub-recipient or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or GOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or GOHS purposes:

- the copyright in any work developed under this grant or through a contract under this grant; and,
- any rights of copyright to which a grantee or sub-recipient purchases ownership with grant support.

The federal government's rights and/or GOHS's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

#### **43. RECORD RETENTION**

All financial, statistical, and other pertinent records shall be retained for at least three (3) years after submission of the final expenditure report. In the event any litigation, claims or audit has been initiated involving sub-recipient's records before the end of the three period, the records will be retained for three (3) years after the litigation, claim or audit is resolved. Non-expendable property records shall be retained for three (3) years after the disposition of the property.

**44. SAFETY BELT UTILIZATION AND COMPLIANCE WITH GEORGIA'S SAFETY BELT AND CHILD RESTRAINT LAWS**

Sub-recipients must have a written agency seat belt policy. Emphasis will be placed on encouraging each employee to use safety belts and comply with Georgia safety belt and child restraint laws.

**45. CONFIDENTIAL INFORMATION**

Any reports information, data given to or prepared or assembled by the sub-recipient under this grant which GOHS requests to be kept confidential shall not be made available to any individual or organization by the sub-recipient without prior written approval GOHS.

**46. DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The state and sub-recipient will 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 sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace.
  2. The sub-recipient's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. 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.
  2. Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten (10) days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
  1. Taking appropriate personnel action against such an employee, up to and including termination.
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agencies.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all paragraphs above.

This certification is required by the federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, require certification by state agency grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when GOHS determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension, or termination of the grant; or government-wide suspension or debarment.

**47. SPECIALIZED EQUIPMENT/OCCUPANT PROTECTION DEVICE PURCHASES**

Costs for the following items are subject to compliance with any applicable standards and specifications

established by NHTSA, the Research and Special Programs Administration, The American College of Surgeons or by other nationally recognized standard-setting agencies (or by state standards and specifications, as long as they are at least as stringent as applicable national standards and specifications.): 1) police traffic radar and speed measuring devices and costs for re-certification of such devices used by the police and 2) Alcohol/drug testing devices and costs for re-certification of such devices.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 49 CFR 571.213. Bicycle helmets purchased with Highway Safety grant funds must meet 16 CFR Part 1203 (Consumer Product Safety Commission) standards or those of the Snell Memorial Foundation.

#### **48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

The state will comply with FFATA guidance by reporting to FSRS.gov for each sub-grant award:

- a) Name of the entity receiving the award;
- b) Amount of the award;
- c) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- d) Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- e) Sub-recipient's Unique entity identifier (formerly DUNS);
- f) The names and total compensation of the five most highly compensated officers of the entity if—of the entity receiving the award of the parent entity of the recipient, should the entity be owned by another entity;
  - i) The entity in the preceding fiscal year received –
    - 1. Eighty percent (80%) or more of its annual gross revenues in Federal awards; and
    - 2. \$25,000,000.00 or more in annual gross revenues from Federal awards; and
  - ii) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- g) Other relevant information specified by the Office of Management and Budget guidance.

#### **49. COMPLIANCE AGREEMENT**

The sub-recipient agrees to abide by all Terms and Conditions including “Special Conditions” placed upon the grant award by GOHS. Failure to comply could result in a “Stop Payment” being placed on the grant and/or repayment by the sub-recipient of costs deemed unallowable.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Governor's Office of Highway Safety determines to award the covered transaction, grant or cooperative agreement.

#### **50. RACIAL PROFILING**

If any agency or organization is found to have engaged in “racial profiling,” GOHS reserves the right to terminate the grant immediately. The term “racial profiling” means the practice of a law enforcement officer relying, to any degree, on race, ethnicity, or national origin in selecting individuals to subject to routine investigatory activities, or in deciding upon the scope and substance of law enforcement activity following the initial routine investigatory activity, except that racial profiling does not include reliance on such criteria in combination with other identifying factors when the law enforcement officer is seeking to apprehend a

specific suspect whose race, ethnicity, or national origin is part of the description of the suspect (U.S. H.R. 2074).

## **51. LOBBYING**

### **Certification Regarding Federal Lobbying**

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **52. RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## **53. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

### ***Instructions for Primary Tier Participant Certification (States)***

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to

*Revised: September 7, 2023*



other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://lwww.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment. Suspension. and Other Responsibility Matters Primary Tier Covered Transactions*

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment 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 (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Instructions for Lower Tier Participant Certification*

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment. Suspension. Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**54. POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging while Driving, sub-recipients are encouraged to:

- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving:
  - Company-owned or Government-owned, leased or rented vehicles; or
  - Privately-owned when on official Government business or when performing any work on or behalf of the Government.
- B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**55. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The State and sub-recipients will not use 23 USC Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**56. LAW ENFORCEMENT VEHICULAR PURSUITS**

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect. (23 U.S.C 402(j))

**57. ACTIVITY HOURS- LAW ENFORCEMENT/PROSECUTOR**

Federal grant funds may not be used for activities considered “general costs of government” (2 CFR § 200.444) according to long-standing Federal law, codified in the government-wide rule for Federal grants (the Supercircular), unless specifically allowed under the Federal statute or regulation. The rationale is that Federal funds should not support costs incurred by a State or locality in the ordinary course of conducting its own affairs. General costs of government include salaries and other expenses associated with government operation. The Supercircular specifically identifies “police” (i.e., law enforcement) and “prosecutors,” who carry out government services normally provided to the general public. (2 CFR § 200.444 (a) (4-5))

- Training for a non-grant-related purpose, such as to satisfy employer or professional requirements, and compensations costs for the time spent in that training are **NOT** allowable costs. (EX: General POST training to maintain certification is not an allowable expense)
- Cell phones, cell phone service, body cameras, etc. are not allowable since they are generally assigned to a single person and considered “General Costs of Government.”

#### **58. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCES SERVICES OR EQUIPMENT**

States and subrecipients are prohibited from obligating or expending loan or grant funds to:

4. Procure or obtain;
5. Extend or renew a contract to procure or obtain; or
6. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - b) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **59. SEXUAL HARASSMENT PREVENTION**

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

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

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

1. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

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





**Agency Vendor Liaisons MUST complete Section 1 the "AGENCY LIAISON USE ONLY" section prior to submission to SAO.**

**CHECK ONE AND ENTER ID NUMBER**

**SPECIFY THE TYPE OF ACTION(S) REQUESTED BY THE SUPPLIER (VENDOR)**

Page 531 of 565

**SECTION 4 – SPECIFY TYPE OF ACTION(S). CHECK ALL THAT APPLY TO THIS REQUEST.**

|                          |                                                                                                                          |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Deactivate Supplier Profile <i>(Enter justification in Section 6)</i>                                                    |
| <input type="checkbox"/> | Reactivate Supplier Profile                                                                                              |
| <input type="checkbox"/> | Add <b>New</b> Bank Account <b>(Must complete Section 3)</b>                                                             |
| <input type="checkbox"/> | Change <b>Existing</b> Bank Account <b>(Must complete Sections 1 &amp; 3)</b>                                            |
| <input type="checkbox"/> | FEI/TIN Change <b>(Cannot be changed if 1099 applicable)</b>                                                             |
| <input type="checkbox"/> | Supplier (Business) Name Change                                                                                          |
| <input type="checkbox"/> | Add <b>Additional</b> Business Address <b>(Must complete Section 2)</b>                                                  |
| <input type="checkbox"/> | Change <b>Existing</b> Business Address <b>(Must complete Sections 1 &amp; 2)</b>                                        |
| <input type="checkbox"/> | Non- 1099 Applicable <input type="checkbox"/> 1099 Applicable <input type="checkbox"/>                                   |
| <input type="checkbox"/> | 1099-M <input type="checkbox"/> Enter Code <input type="checkbox"/> <i>(Required for Form 1099-M)</i>                    |
| <input type="checkbox"/> | 1099-N <input type="checkbox"/> Code <input type="checkbox"/> 01 <i>(01 is the only code available for the 1099-NEC)</i> |
| <input type="checkbox"/> | 1099 ADDR ID# <input type="checkbox"/> <i>(Enter Address ID # where to mail 1099)</i>                                    |
| <input type="checkbox"/> | Other <i>(Provide Details in Section 6)</i>                                                                              |

**SECTION 5 – TYPE OF BUSINESS (Check All That Apply)**

|                                                       |                      |                          |                             |                                                  |                   |                          |                  |                          |                 |
|-------------------------------------------------------|----------------------|--------------------------|-----------------------------|--------------------------------------------------|-------------------|--------------------------|------------------|--------------------------|-----------------|
| <b>BUSINESS CERTIFICATIONS – CHECK ALL THAT APPLY</b> |                      |                          |                             | <b>MINORITY BUSINESS ENTERPRISE (51% Owned):</b> |                   |                          |                  |                          |                 |
| <input type="checkbox"/>                              | *Small Business      | <input type="checkbox"/> | Women Owned                 | <input type="checkbox"/>                         | Hispanic – Latino | <input type="checkbox"/> | African American | <input type="checkbox"/> | Native American |
| <input type="checkbox"/>                              | GA Resident Business | <input type="checkbox"/> | Minority Business Certified | <input type="checkbox"/>                         | Asian American    | <input type="checkbox"/> | Pacific Islander | <input type="checkbox"/> | Not Applicable  |

\*Based on Georgia law (OCGA 50-5-21) (3) "Small Business" means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR \$30 million or less in gross receipts per year.

**SECTION 6 – ADDITIONAL SUPPLIER COMMENTS (Required if the "Other" or "Deactivate" boxes are checked in Section 1)**

By my signature, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed below.

Liaison Name: \_\_\_\_\_ Agency BU#: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_





## SUPPLIER (VENDOR) MANAGEMENT FORM

### INSTRUCTIONS FOR SUPPLIERS

#### **SECTION 1- AGENCY LIAISON USE ONLY**

This section **MUST** be completed in its entirety unless otherwise indicated in the description boxes below.

|                                    |                                                                                                                                                    |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| New Assigned Supplier ID           | Required, if the supplier is unapproved. Select the checkbox and enter the Supplier ID Number.                                                     |
| Existing TeamWorks Supplier ID     | Required, if the supplier is approved or inactive. Select the checkbox and enter the Supplier ID Number.                                           |
| Change Bank Acct – LOC#            | Required, if the request is to change the supplier's existing bank information. Select the checkbox and enter the Location in TeamWorks to change. |
| Change Address - #                 | Required, if the request is to change the supplier's existing address. Select the checkbox and enter the Address ID number in TeamWorks to change. |
| Replace Invoicing Address          | This option is required to change a Location's Invoice Address. Select the checkbox and enter the Location # and the new AddrID#                   |
| Replace Remittance Address         | This option is required to change a Location's Remittance Address. Select the checkbox and enter the Location # and the new AddrID#                |
| HCM Vendor                         | Required, if the request is for an HCM supplier. Select the checkbox.                                                                              |
| Statewide Contract (DOAS Use Only) | This option is required for DOAS only. Select the checkbox if the supplier is under an SWC or to identify a supplier as an SWC vendor.             |
| Classification Change              | Required, if the request is to change the supplier's current Classification. Circle the new Classification.                                        |
| Other                              | Only select this option if the request is not listed in Section 4. Must provide details in Section 6.                                              |



## **SECTION 2 – SUPPLIER IDENTIFICATION (SUPPLIER USE ONLY)**

This section **MUST** be completed in its entirety unless otherwise indicated in the description boxes below.

|                                |                                                                                                                                                                                                                                                                                                                  |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUPPLIER NAME                  | Required.<br>If requesting a name change, enter the <b>new</b> supplier's name.                                                                                                                                                                                                                                  |
| FEI/SSN/TIN                    | Required.<br>If requesting a TIN change, enter the <b>new</b> FEI/TIN and include an <b>updated</b> W9.                                                                                                                                                                                                          |
| PAYMENT ALT NAME               | Optional. <b><i>SUBMIT AS AN ADDRESS REQUEST</i></b><br>1. Complete if payments should use a different name than is indicated above.<br>2. If requesting to change the Payment ALT name, enter the <b>new</b> ALT name.<br>3. <b>Do not</b> add the same name that is in the Additional Name field in TeamWorks. |
| ADDRESS/CITY/STATE/ZIP/COUNTRY | Required.<br>If requesting to change address, enter the <b>new</b> address.                                                                                                                                                                                                                                      |
| DRIVER'S LICENSE #/DL STATE    | Optional (For individuals only).                                                                                                                                                                                                                                                                                 |
| PHONE NUMBERS                  | Required. Enter the direct number to the authorized business contact person.                                                                                                                                                                                                                                     |
| CONTACT EMAIL                  | Optional.                                                                                                                                                                                                                                                                                                        |

## **SECTION 3- BANK ACCOUNT INFORMATION (SUPPLIER USE ONLY)**

This section **MUST** be completed in its entirety, for all **new suppliers** and banking **changes/additions** for existing suppliers. Payments will be made electronically via the Automated Clearing House (ACH).

|                                 |                                                                                                                                                                                                                                                                  |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ROUTING #                       | Required. Must be 9-digits.                                                                                                                                                                                                                                      |
| BANK ACCOUNT #                  | Required.                                                                                                                                                                                                                                                        |
| GENERAL BANK ACCOUNT            | Required. Select if <b><u>ALL PAYMENTS</u></b> from <b><u>ALL AGENCIES</u></b> should be deposited to the account provided.                                                                                                                                      |
| SPECIFIC PURPOSE                | Required. Select if bank account should be designated for <b><u>Specific Purpose</u></b> such as grants, operating accts, Pre-K, etc.                                                                                                                            |
| PYMT REMIT EMAIL                | Optional, but <b>Recommended</b> to receive notification of payment(s) processed. Enter the email address where to send payment notifications.<br>To add or change a payment remit email address for existing bank information, submit as a bank change request. |
| PRINTED NAME OF COMPANY OFFICER | Required.                                                                                                                                                                                                                                                        |
| SIGNATURE OF COMPANY OFFICER    | Required. Must be the electronic signature embedded in the VMF or an ink signature. Stamps, script fonts, etc. are unacceptable.                                                                                                                                 |
| DATE                            | Required. This date cannot be more than 60 days old from the date SAO receives the VMF.                                                                                                                                                                          |

#### **SECTION 4- SPECIFY TYPE OF ACTION(S)**

Select all items that pertain to this request. If no selection is made, the form will be rejected.

|                                 |                                                                                                                                                                               |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DEACTIVATE SUPPLIER PROFILE     | Select if requesting to deactivate a supplier profile. A justification <b>MUST</b> be provided in Section 6.                                                                  |
| REACTIVATE SUPPLIER PROFILE     | Select if requesting to reactivate an inactive supplier profile. If the supplier was previously denied approval, select this option.                                          |
| ADD NEW BANK ACCOUNT            | Select when requesting to add bank account information to your profile.<br><b>Must also complete Section 3 of the form.</b>                                                   |
| CHANGE EXISTING BANK ACCOUNT    | Select if requesting to <u>change</u> the current banking information on your profile.<br><b>Must also complete Section 3 of the form with new bank information.</b>          |
| FEI/TIN CHANGE                  | Select if changing FEIN/TIN. Enter the <u>new number</u> in Section 2 and <b>submit the current updated W9.</b><br><i>*If 1099 applicable, the FEI/TIN cannot be changed*</i> |
| SUPPLIER (Business) NAME CHANGE | Select if changing supplier/business name. Enter the <u>new name</u> in Section 2 and <b>submit the current updated W9.</b>                                                   |
| ADD ADDITIONAL ADDRESS          | Select if adding an <i>additional</i> business address. Enter the additional address in Section 2 of the form.                                                                |
| CHANGE EXISTING ADDRESS         | Select if changing current business address. Enter the <u>new address</u> in Section 2 of the form.                                                                           |
| NON – 1099 APPLICABLE           | Select to change a supplier that is currently 1099 applicable to non-1099 applicable.                                                                                         |
| 1099 APPLICABLE                 | Select to change a supplier that is currently <b>NOT</b> 1099 applicable to a 1099 supplier.                                                                                  |
| 1099-M/ENTER CODE               | Required, if requesting to make a supplier 1099 applicable who will receive a 1099-M (excluding non-employee compensation). Enter the appropriate code in the Code field.     |
| 1099-N/CODE                     | Required, if requesting to make a supplier 1099 applicable who will receive a 1099-NEC for Non-employee Compensation. '01' is the only valid code the 1099-N.                 |
| 1099 ADDR ID#                   | Enter the Addr ID number where to mail the Supplier's 1099.                                                                                                                   |
| OTHER                           | Select if the requested action is <i>not</i> listed in Section 4. <b>Must provide request details in Section 6.</b>                                                           |

## **SECTION 5- TYPE OF BUSINESS**

This section should only be completed if applicable. Please review the category definitions below.

| <b>BUSINESS CERTIFICATIONS</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SMALL BUSINESS</b>              | Based on Georgia law (OCGA 50-5-21) (3) "Small business" means any business which is independently owned and operated. Additionally, such business must have either less than 300 employees OR less than \$30 million in gross receipts per year.                                                                                                                                                                                                                                                                                                                  |
| <b>GEORGIA RESIDENT BUSINESS</b>   | Based on Georgia law (OCGA 50-5-121) (2) "Georgia resident business" means any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure. |
| <b>MINORITY BUSINESS CERTIFIED</b> | Companies desiring to certify as a "minority business enterprise" or a "minority subcontractor" may do so by first submitting an application for the Disadvantaged Business Enterprise (DBE) Certification to GDOT. Only suppliers who have successfully completed the DBE certification process and registered in Team Georgia Marketplace are listed as a "Certified Minority Business Enterprises".                                                                                                                                                             |
| <b>WOMEN-OWNED</b>                 | Women-owned businesses are not considered minority businesses in the State of Georgia.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

## **SECTION 6 -ADDITIONAL SUPPLIER COMMENTS**

This section MUST be completed to "Deactivate" a profile or address if "Other" is selected in Section 4.

|                     |                                                                                                                                                         |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Liaison Name</b> | Required. Enter only the name of the certified Agency Liaison submitting the request.                                                                   |
| <b>Agency B/U</b>   | Required. Enter the Agency's 5-digit Business Unit number.                                                                                              |
| <b>Signature</b>    | Required. Must be the electronic signature embedded in the VMF or an ink signature. Stamps, script fonts, etc. are unacceptable.                        |
| <b>Date</b>         | Required. The date entered is the date the Agency Liaison signed the VMF. This date cannot be prior to the signature date of the supplier in Section 3. |
| <b>Email</b>        | Required. Enter the Agency Liaison's email address.                                                                                                     |
| <b>Phone</b>        | Required. Enter the Agency Liaison's phone number.                                                                                                      |



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**LEGISLATIVE SPONSORS**

- |                                                           |                                                              |
|-----------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> MAYOR LESTER M. MILLER           | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK        |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN        | <input type="checkbox"/> COMMISSIONER PAUL BRONSON           |
| <input type="checkbox"/> COMMISSIONER ELAINE LUCAS        | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III  |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER      | <input checked="" type="checkbox"/> COMMISSIONER BILL HOWELL |
| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR. | <input type="checkbox"/> COMMISSIONER AL TILLMAN             |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THE GYMNASIUM INSIDE THE BLOOMFIELD-GILEAD RECREATIONAL CENTER IN HONOR OF GRADY E. GILLIS IN RECOGNITION OF HIS MANY YEARS OF SERVICE AND LEADERSHIP TO THE MACON-BIBB COMMUNITY; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Commissioner Bill Howell, District 7, desires to sponsor this Resolution to dedicate the gymnasium inside the Bloomfield-Gilead Recreational Center in honor of Grady E. Gillis; and

**WHEREAS**, at the precipice of the Great Depression, Grady Gillis was born in July 1929, in Wheeler County, Georgia; and

**WHEREAS**, growing up in Middle Georgia, Mr. Gillis's family initially lost everything to the 1929 market crash and nationwide economic downturn, so Grady had to quit school after the sixth grade to work on the family farm; and

**WHEREAS**, Mr. Gillis's father assisted in the war effort during World War II, so Mr. Gillis and his brother had to support the family while he was away; and

**WHEREAS**, Mr. Gillis married Agnes Ikner in 1949 and decided to make Macon their home in 1951; and

**WHEREAS**, Mr. Gillis found employment with the Ralston Purina Company in Macon, and was transferred to Hagan, Georgia, quickly working his way into management with the company; and

**WHEREAS**, after a brief departure from Macon, Mr. Gillis moved back to make Macon his permanent home in 1963; and

**WHEREAS**, around this time, Mr. Gillis rejoined the Gilead Baptist Church where he had previously been a charter member where he remains a member today; and

**WHEREAS**, after 18 great years with Purina, Mr. Gillis decided to leave his position with Purina to answer his calling as an entrepreneur, where he would go on to open several automotive service and tire businesses allowing him to employ hundreds in the Macon community; and

**WHEREAS**, Mr. Gillis would additionally go on to obtain his G.E.D. and complete several collegiate courses, and ensured that his four children obtained not only high school diplomas, but also collegiate degrees; and

**WHEREAS**, Mr. Gillis's impact on the Macon community reached much further than his entrepreneurship, as he had many philanthropic endeavors; and

**WHEREAS**, having a unique understanding about the struggles of incomplete education, Mr. Gillis used this understanding to serve the Gilead Christian Academy Board of Trustees in several different capacities after its inception in 1968; and

**WHEREAS**, in addition to his service to the Gilead Board of Trustees, Mr. Gillis has a reputation of being one of the largest donors in the school's history, doing so not for recognition or accolades, but rather, doing so because he felt it was his calling as a man of faith; and

**WHEREAS**, in light of Grady Gillis's achievements and service to the Macon-Bibb Community, the Macon-Bibb County Commission now desires to formally dedicate the Gymnasium of the Bloomfield-Gilead Recreation Center, shown in Exhibit "A", attached hereto and incorporated by reference, as the "Grady E. Gillis Gymnasium"; and

**WHEREAS**, County policy would normally require the completion of a criminal background check prior to the dedication of a facility, structure, or space, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due to Mr. Gillis's long history of service and leadership; and

**WHEREAS**, County policy would normally prohibit the naming of property after a living person, but the Macon-Bibb County Commission has determined that an exception should be made

in this instance due to Mr. Gillis's long-standing connection to the Macon-Bibb County Community; and

**WHEREAS**, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

**NOW, THEREFORE, BE IT RESOLVED** by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Gymnasium inside the Bloomfield-Gilead Recreation Center, shall henceforth be and hereby is dedicated in honor of Grady E. Gillis, and his tireless leadership and service to the Macon-Bibb County school system and the community as a whole.

**BE IT FURTHER RESOLVED** that the Commission hereby approves the purchase and installation of appropriate signage inside the gymnasium, in a form substantially similar to that provided in Exhibit B, attached hereto and incorporated herein by reference, including the use of any such outside vendors as are deemed necessary to accomplish the purpose of this Resolution, with all such costs to be paid out of the appropriate departmental budgets.

**BE IT FURTHER RESOLVED** the Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED**, in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY:

\_\_\_\_\_  
LESTER M. MILLER, MAYOR

ATTEST:

\_\_\_\_\_  
JANICE S. ROSS, CLERK OF COMMISSION

\\\\tc-storage.maconbibb.us\\countyattstorage\\RES MACON-BIBB\\2023 Howell Dedicating Gilead Gym in Honor of Grady Gillis 10-13-23.docx

# **EXHIBIT A**





# **EXHIBIT B**

## Grady E. Gillis Gymnasium

Mr. Gillis, a faithful servant of God, local entrepreneur, and philanthropist, was instrumental in the vision, concept and construction of this gym and other buildings on this campus. They were all part of Gilead Christian Academy. A campus created to form a Christian environment for both Education and Recreation.

Mr. Gillis served tirelessly for decades on the board and saw generations of students gain their high school diplomas. After closing the school, this property was sold to Macon-Bibb County and continues in that same spirit of recreation and learning as part of the Parks and Recreation Department today.

We are grateful to Mr. Gillis, his wife and his family for their sacrifice and commitment to this community.

*Proverbs 22:6 Train up a child in the way he should go: And when he is old, he will not depart from it.*

*Dedicated this \_\_\_\_ day of \_\_\_\_\_, 2023.*



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**LEGISLATIVE SPONSORS**

- |                                                           |                                                              |
|-----------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> MAYOR LESTER M. MILLER           | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK        |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN        | <input type="checkbox"/> COMMISSIONER PAUL BRONSON           |
| <input type="checkbox"/> COMMISSIONER ELAINE LUCAS        | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III  |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER      | <input checked="" type="checkbox"/> COMMISSIONER BILL HOWELL |
| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR. | <input type="checkbox"/> COMMISSIONER AL TILLMAN             |
- 

**AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND DIVISION 14.5 OF ARTICLE II, CHAPTER 7 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO AMEND THE SHORT TERM VACATION RENTAL PERMITTING PROCESS; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, Article II, Division 14.5 of Chapter 7 of the Macon-Bibb County Code of Ordinances (the “Code”) governs the permitting process for short-term vacation rentals (“STVRs”); and

**WHEREAS**, Macon-Bibb County desires to amend the Code to provide for an updated permitting and enforcement mechanism for STVRs to ensure that the charm and character of Macon-Bibb County’s neighborhoods are preserved while still promoting tourism and allowing safe alternative lodging for visitors; and

**WHEREAS**, a copy of the affected Code sections is attached hereto as Exhibit A, and incorporated herein by reference, with markup indicating the changes made thereto; and

**WHEREAS**, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

**NOW, THEREFORE, BE IT ORDAINED** by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

**Section 1.**

Division 14.5 of Article II, Chapter 7 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety, and replaced with the following:

## **DIVISION 14.5. SHORT TERM VACATION RENTALS**

### **Sec. 7-370. Intent; purpose.**

This Division shall be known and may be cited as the “Macon-Bibb County Short Term Vacation Rental Ordinance”. It is the purpose of this Division to monitor the use and growth of short-term vacation rentals as an alternative to traditional hotel or motel occupancies within Macon-Bibb County, and to provide reasonable means for the County and its citizens to ensure a minimum level of oversight into the development of this industry; and to implement rationally based, reasonably tailored regulations to protect the integrity of Macon-Bibb County.

### **Sec. 7-371. Definitions; general provisions.**

As used in this Division, the following terms have the following definitions:

*Code compliance verification form* is a document executed by a short-term vacation owner certifying that the short-term vacation unit complies with applicable zoning, building, health and life safety code provisions. No person shall allow occupancy or possession of any short-term vacation rental unit if the premises is in violation of any applicable zoning, building, health or life safety code provisions.

*Owner-occupied property* refers to real property which contains one or more dwelling unit(s) where the principal dwelling unit must be occupied by the property owner and constitute his/her primary and usual place of residence. The dwelling units must share the Property Identification Number assigned by the Macon-Bibb County Board of Tax Assessors. Proof of owner-occupancy requires proof of a valid homestead exemption submitted with the application for a short-term vacation rental permit. In lieu of homestead exemption, a sworn affidavit and supporting documentation establishing proof of residency must be submitted by the applicant stating that the primary dwelling unit is the legal residence and domicile of the resident. Proof of residency is required in the form of two of the following: 1) a valid Georgia Driver's License or Georgia Identification Card; 2) registration for vehicles owned by and registered in the name of the applicant; 3) Macon-Bibb County Voter's Registration Card; or 4) previous year's W-2 Form or Internal Revenue Service Tax Return.

*Permit and Short-term vacation rental permit* mean a permit issued under this Division for the operation of a short-term vacation rental.

*Short-term vacation rental* means an accommodation for transient guests where, in exchange for compensation of any type or amount, a residential dwelling unit is provided for lodging for a period of time not to exceed 30 consecutive days. Such use may or may not include

an on-site manager. For the purposes of this definition, a residential dwelling shall include all housing types and shall exclude group personal care homes or other lodging uses which are provided incidental to other services, such as health care. This definition shall also exclude any premises operating pursuant to a valid Tourist Accommodation Permit from the Georgia Department of Public Health.

*Short-term vacation rental occupants* means guests, tourists, lessees, vacationers or any other person who, in exchange for compensation of any type or amount, occupy a dwelling unit for lodging for a period of time not to exceed 30 consecutive days.

**Sec. 7-372. Short-term vacation rental permit.**

- (a) No person shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as short-term vacation rental, as defined in section 7-371, without first obtaining a business tax certificate and a Short-term vacation rental permit from the Tax Commissioner of Bibb County, or any successor department, and complying with the regulations contained in this Division.
- (b) No permit issued under this Division may be transferred or assigned or used by any person other than the individual or entity to whom it is issued. If the permit holder sells the property for which a permit is issued, the permit holder shall notify the Tax Commissioner of Macon-Bibb County within ten (10) calendar days.
- (c) No permit issued under this Division shall be valid for any location other than the location for which it is issued.
- (d) Nothing in this Division shall be deemed to alter, affect, or supersede the requirements of any local state, or federal law, rule, regulation, or ordinance.

**Sec. 7-373. Application for short-term vacation rental permit.**

- (a) Applicants for a short-term vacation rental permit shall submit, on an annual basis, an application for a short-term vacation rental permit to the Tax Commissioner, including a non-refundable application fee of \$100.00. The application shall be furnished under oath on a form specified by the office of the Tax Commissioner. Such application should include:
  - (1) The name, address, telephone number and email address of the owner(s) of record of the dwelling unit(s) for which a permit is sought. If such owner is not a natural person, the application shall identify all partners, officers and/or directors of any such entity, up to the three persons holding the

- highest position or greatest interest in such entity, including personal contact information;
- (2) The name, address, telephone number, and email address of the short-term vacation rental agent, which shall constitute such agent's 24-hour emergency contact information;
  - (3) The address of the unit(s) to be used as a short-term vacation rental;
  - (4) The number and location of parking spaces allotted to the short-term vacation rental premises;
  - (5) The owner's and agent's sworn acknowledgements that each has reviewed this Division and understanding its requirements;
  - (6) The agent's agreement to use his or her best efforts to assure that use of the premises as a short-term vacation rental will not disrupt the neighborhood and will not interfere with the rights of the neighboring property owners to quiet enjoyment of their properties;
  - (7) Certificates of Good Standing as required in Sec. 26-51 of the Macon-Bibb County Code of Ordinances for the owner of the short-term vacation rental, or if such owner is not a natural person, for all members of the entity owning the property, and the designated agent; and
  - (8) Any other information that this Division requires the owner to provide to the County as part of an application for a short-term vacation rental permit. The Tax Commissioner, or the his designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this Division.
- (b) Attached to and concurrent with submission of the application described in this section, the owner shall provide:
- (1) The owner's sworn code compliance verification form;
  - (2) Proof of the owner's current ownership of the short-term vacation rental unit;
  - (3) Written rules that shall be posted in the short-term vacation rental unit(s), including:

- (i) Acknowledgement that it shall be unlawful to cause or allow any noise or sound that exceeds the limits of, or is otherwise prohibited by Article II of Chapter 15 of the Macon-Bibb County Code of Ordinances;
  - (ii) Acknowledgement that the occupancy for a short-term vacation rental unit is limited to two (2) adults per bedroom and the location and amount of on-site parking; and
  - (iii) Acknowledgement and agreement that violations of this Division may result in immediate termination of the rental agreement and eviction from the short-term vacation rental unit by the owner or agent, as well as potential liability for payment of fines levied by Macon-Bibb County
- (c) Each permit holder shall publish the short-term vacation rental permit number and the name of the permit holder in every print, digital, or internet advertisement and any property listing in which the short-term vacation rental is advertised.
- (d) Short Term Vacation Rental Permits shall be valid from the date of issuance until March 31 of the next calendar year. Permit holders desiring to continue use of the permitted property as a short-term vacation rental must submit a new application and application fee each year between January 1 and March 31.

**Sec. 7-374. Short-Term Vacation Rental Agent.**

- (a) The owner of a short term vacation rental shall designate themselves or another individual or entity as the short-term vacation rental agent on any application submitted to obtain a short term vacation rental license.
- (b) The short term vacation rental agent must be available 24 hours per day and shall be responsible for the following duties:
  - (1) Manage any problems or complaints arising from the use or nonuse of any short term vacation rental unit for which they are designated as the agent;
  - (2) Receive and accept service of any notice of violation or citation related to the use or occupancy of the short term vacation rental unit or premises;
  - (3) Monitor the short term vacation rental unit and premises for compliance with all applicable provisions of the Macon-Bibb County Code of Ordinances, State, and Federal laws;



- (4) Having the short-term vacation rental unit regularly inspected by the short term vacation rental agent or the owner of the short term vacation rental unit, and by any necessary government agencies or departments to ensure continued compliance with all local, state, and federal laws;
  - (5) Ensuring that the short-term vacation rental license number is included in each online listing for a particular short term vacation rental unit; and
  - (6) Ensuring that a legible copy of the valid short term vacation rental license and the short-term vacation rental agent's name and emergency contact information, including phone number, are posted in a readily visible place within the short term vacation rental unit.
- (c) If the short-term vacation rental agent changes, it shall be incumbent upon the owner to notify Macon-Bibb County within ten (10) calendar days.

**Sec. 7-375. Grant or denial of application.**

Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this Division, or otherwise fails to demonstrate the ability to comply with local, state or federal law. Any false statements or information provided in the application, or any violations of this Division, are grounds for the denial, revocation, or suspension of any Permit, or the imposition of penalties, including denial of future applications, or both.

**Sec. 7-376. Short-term vacation rental Regulation Procedure.**

- (a) It shall be a violation of this Code for any person or entity to operate a short-term vacation rental without a valid short-term vacation rental permit, issued under this Division. Each day a short-term vacation rental is in operation without the required permit shall constitute a separate violation of this Division.
- (b) No external signage advertising the premises of a short-term vacation rental shall be permitted.
- (c) A legible copy of the valid short-term vacation rental permit shall be posted within the unit, including the short-term vacation rental permit number, the maximum occupancy of the unit, and the maximum number of vehicles that may be parked at the unit.

- (d) Short-term vacation rentals must be properly maintained and regularly inspected by the owner and by any necessary government agencies to ensure continued compliance with all applicable local, state and federal laws.
- (e) The Bibb County Sheriff's Office, Macon-Bibb County Code Enforcement, or any other authorized agency or department of Macon-Bibb County, shall notify the agent and owner of a short-term vacation rental unit of any and all instances where the nuisance behavior of a short-term vacation rental guest or the behavior of the agent results in a violation of the Macon-Bibb County Code of Ordinances or other legal infraction.
- (f) All instances of code violations and illegal or unlawful conduct occurring at or relating to a short-term rental unit shall result in citation. In instances where a short-term rental unit has accumulated three (3) violations for the same property within any twelve (12) month period, the County shall revoke the short-term vacation rental permit and reject all applications for that particular property for a period of twelve (12) consecutive months. The Tax Commissioner shall be notified of all violations and take proper action to revoke or deny permitting of the short-term vacation rental as required hereunder. Short-term rental agents shall be afforded an opportunity to appeal and rectify violations. Violations of this Division are subject to the following fines, which may not be waived or reduced, and which may be combined with any other legal remedy available to the County:
  - (1) First violation: \$500.00.
  - (2) Second violation within 12 months: \$750.00.
  - (3) Third and successive violations within 12 months: \$1,000.00.
- (g) Citations for code violations and any other violation of the Macon-Bibb County Code of Ordinances may be heard by any court of competent jurisdiction in Macon-Bibb County. The judge of the court will receive evidence; however, the official rules of evidence will not govern the proceeding. The judge will issue a written finding as to each alleged infraction, specifically identifying each founded accusation, which shall constitute a violation.
- (h) A person aggrieved by the County's decision to revoke, suspend or deny a short-term vacation rental permit may appeal the decision to the Court. The appeal must be filed with the Clerk of Court in writing, within 30 calendar days after the adverse action and it shall contain a concise statement of the reasons for the appeal. Timely

filing of an appeal shall stay the revocation, suspension or denial pending a decision by the Court.

- (i) The Court shall thereafter consider the appeal. All interested parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. All relevant evidence shall be admissible at such hearing. The Court's determination shall constitute a final ruling on the application.
- (j) Nothing in this Division shall limit or prohibit the County from enforcement of its code, or any state or federal law, or serve as a bar to any other legal remedy otherwise available to the County. Nothing in this section shall be construed to limit or supplant the power of any inspector or other duly empowered officer under the County's ordinances, rules and regulations, or under the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means or proceedings.
- (k) Nothing in this Division shall be construed as relieving any occupant or guest, whether registered or otherwise, of any short-term vacation rental unit, of their individual criminal or civil responsibility for the violation of any federal, state or local laws or regulations.

**Sec. 7-377. Taxes.**

Short-term vacation rental unit owners are subject to state sales tax, County taxes, including but not limited to, the hotel/motel tax, and are liable for payment thereof as established by state law and the Macon-Bibb County Code of Ordinances. The County may seek to enforce payment of all applicable taxes to the extent provided by law, including by obtaining injunctive relief. The exclusion of any premises or business operation, or any category of business operation, from this Division shall have no effect on whether the owner or operator of such premises or business operation is liable for any other taxes levied under this Code, or under any other state or federal law.

**Secs. 7-378 -- 7-380. Reserved.**

**Section 2.**

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

### **Section 3.**

- (a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.
- (b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

### **Section 4.**

All Ordinances and Resolutions, or parts thereof, in conflict with this Ordinance are, to the extent of such conflict, hereby repealed..

### **Section 5.**

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

### **Section 6.**

The Commission hereby grants the Mayor and all other proper officers and agents of the County the authority to take any and all further actions necessary to carry out the intents and purposes of this Ordinance.

**Section 7.**

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

**Section 8.**

This Ordinance shall become effective January 1, 2024, upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

**SO ORDERED AND ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
LESTER M. MILLER, MAYOR

ATTEST:

\_\_\_\_\_  
JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

# **EXHIBIT A**

## ***DIVISION 14.5. SHORT-TERM VACATION RENTALS***

### **Sec. 7-370. Intent; purpose.**

This Division shall be known and may be cited as the “Macon-Bibb County Short Term Vacation Rental Ordinance”. It is the purpose of this Division to monitor the use and growth of short-term vacation rentals as an alternative to traditional hotel or motel occupancies within Macon-Bibb County, and to provide reasonable means for the County and its citizens to ensure a minimum level of oversight into the development of this industry; and to implement rationally based, reasonably tailored regulations to protect the integrity of Macon-Bibb County.

### **Sec. 7-371. Definitions; general provisions.**

As used in this Division, the following terms have the following definitions:

*Code compliance verification form* is a document executed by a short-term vacation owner certifying that the short-term vacation unit complies with applicable zoning, building, health and life safety code provisions. No person shall allow occupancy or possession of any short-term vacation rental unit if the premises is in violation of any applicable zoning, building, health or life safety code provisions.

*Owner-occupied property* refers to real property which contains one or more dwelling unit(s) where the principal dwelling unit must be occupied by the property owner and constitute his/her primary and usual place of residence. The dwelling units must share the Property Identification Number assigned by the Macon-Bibb County Board of Tax Assessors. Proof of owner-occupancy requires proof of a valid homestead exemption submitted with the application for a short-term vacation rental permit. In lieu of homestead exemption, a sworn affidavit and supporting documentation establishing proof of residency must be submitted by the applicant stating that the primary dwelling unit is the legal residence and domicile of the resident. Proof of residency is required in the form of two of the following: 1) a valid Georgia Driver's License or Georgia Identification Card; 2) registration for vehicles owned by and registered in the name of the applicant; 3) Macon-Bibb County Voter's Registration Card; or 4) previous year's W-2 Form or Internal Revenue Service Tax Return.

*Permit and Short-term vacation rental permit* mean a permit issued under this Division for the operation of a short-term vacation rental.

*Short-term vacation rental* means an accommodation for transient guests where, in exchange for compensation of any type or amount, a residential dwelling unit is provided for lodging for a period of time not to exceed 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all housing types and shall exclude group personal care homes or other lodging uses which are provided incidental to other services, such as health care. This definition shall also exclude any premises operating pursuant to a valid Tourist Accommodation Permit from the Georgia Department of Public Health.

*Short-term vacation rental occupants* means guests, tourists, lessees, vacationers or any other person who, in exchange for compensation of any type or amount, occupy a dwelling unit for lodging for a period of time not to exceed 30 consecutive days.

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### Sec. 7-372. Short-term vacation rental permit.

- (a) No person shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as short-term vacation rental, as defined in section 7-371, without first obtaining a business tax certificate and a Short-term vacation rental permit from the Tax Commissioner of Bibb County~~Macon-Bibb County Department of Business Development Services~~, or any successor department, and complying with the regulations contained in this Division~~section~~.
- (b) No permit issued under this Division may be transferred or assigned or used by any person other than the individual or entity~~one~~ to whom it is issued. If the permit holder sells the property for which a permit is issued, the permit holder shall notify the Tax Commissioner of Macon-Bibb County within ten (10) calendar days.
- ~~(a)(c)~~ No permit issued under this Division shall be valid for ~~or at~~ any location other than ~~the one~~the location for which it is issued.
- (d) Nothing in this Division shall be deemed to alter, affect, or supersede the requirements of any local state, or federal law, rule, regulation, or ordinance.

### Sec. 7-373. Application for short-term vacation rental ~~permit~~certificate.

- (a) Applicants for a short-term vacation rental permit shall submit, on an annual basis, an application for a short-term vacation rental permit to the Tax Commissioner, including a non-refundable application fee of \$100.00. The application shall be furnished under oath on a form specified by the office of the Tax Commissioner. Such application should include:
- (1) The name, address, telephone number and email address of the owner(s) of record of the dwelling unit(s) for which a permit is sought. If such owner is not a natural person, the application shall identify all partners, officers and/or directors of any such entity, up to the three persons holding the highest position or greatest interest in such entity, including personal contact information;
  - (2) The name, address, telephone number, and email address of the short-term vacation rental agent, which shall constitute such agent's 24-hour emergency contact information;
  - (3) The address of the unit(s) to be used as a short-term vacation rental;
  - (4) The number and location of parking spaces allotted to the short-term vacation rental premises;
  - (5) The owner's and agent's sworn acknowledgements that he or she each has received a copy of this Division, has reviewed it and understands its requirements; reviewed this Division and understanding its requirements;
  - (6) The agent's agreement to use his or her best efforts to assure that use of the premises as a short-term vacation rental will not disrupt the neighborhood and will not interfere with the rights of the neighboring property owners to quiet enjoyment of their properties;
  - (7) Certificates of Good Standing as required in Sec. 26-51 of the Macon-Bibb County Code of Ordinances for the owner of the short-term vacation rental, or if such owner is not a natural person, for all members of the entity owning the property, and the designated agent; and and
  - (8) Any other information that this Division requires the owner to provide to the County as part of an application for a short-term vacation rental permit. The Mayor or County Manager Tax Commissioner, or the his designee of either shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this Division.
- (b) Attached to and concurrent with submission of the application described in this section, the owner shall provide:



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- (1) The owner's sworn code compliance verification form;
  - (2) Proof of the owner's current ownership of the short-term vacation rental unit;
  - (3) Written rules that shall be posted in the short-term vacation rental unit(s), including:
    - (i) Acknowledgement that it shall be unlawful to cause or allow any noise or sound that exceeds the limits of, or is otherwise prohibited by Article II of Chapter 15 of the Macon-Bibb County Code of Ordinances;
    - (ii) Acknowledgement that the occupancy for a short-term vacation rental unit is limited to two (2) adults per bedroom and the location and amount of on-site parking; and
    - (iii) Acknowledgement and agreement that violations of this Division may result in immediate termination of the rental agreement and eviction from the short-term vacation rental unit by the owner or agent, as well as potential liability for payment of fines levied by Macon-Bibb County and
  - ~~(3) — Proof of insurance indicating the premises is used as a short term vacation rental.~~
  - (c) Each permit holder shall publish the short-term vacation rental permit number and the name of the permit holder in every print, digital, or internet advertisement and any property listing in which the short-term vacation rental is advertised.
  - (d) Short Term Vacation Rental Permits shall be valid from the date of issuance until March 31 of the next calendar year. Permit holders desiring to continue use of the permitted property as a short-term vacation rental must submit a new application and application fee each year between January 1 and March 31.

**Sec. 7-374. ~~Reserved~~ Short-Term Vacation Rental Agent.**

- (a) The owner of a short term vacation rental shall designate themselves or another individual or entity as the short-term vacation rental agent on any application submitted to obtain a short term vacation rental license.
- (b) The short term vacation rental agent must be available 24 hours per day and shall be responsible for the following duties:
  - (1) Manage any problems or complaints arising from the use or nonuse of any short term vacation rental unit for which they are designated as the agent;
  - (2) Receive and accept service of any notice of violation or citation related to the use or occupancy of the short term vacation rental unit or premises;
  - (3) Monitor the short term vacation rental unit and premises for compliance with all applicable provisions of the Macon-Bibb County Code of Ordinances, State, and Federal laws;
  - (4) Having the short-term vacation rental unit regularly inspected by the short term vacation rental agent or the owner of the short term vacation rental unit, and by any necessary government agencies or departments to ensure continued compliance with all local, state, and federal laws;
  - (5) Ensuring that the short-term vacation rental license number is included in each online listing for a particular short term vacation rental unit; and

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(6) Ensuring that a legible copy of the valid short term vacation rental license and the short-term vacation rental agent's name and emergency contact information, including phone number, are posted in a readily visible place within the short term vacation rental unit.

(c) If the short-term vacation rental agent changes, it shall be incumbent upon the owner to notify Macon-Bibb County within ten (10) calendar days.

#### **Sec. 7-375. Grant or denial of application.**

Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this Division, or otherwise fails to demonstrate the ability to comply with local, state or federal law. Any false statements or information provided in the application, or any violations of this Division, are grounds for the denial, revocation, or suspension of any Permit, or the imposition of penalties, including denial of future applications, or both.

#### **Sec. 7-376. Short-term vacation rental Regulation Procedures.**

- (a) It shall be a violation of this Code for any person or entity to operate a short-term vacation rental without a valid short-term vacation rental permit, issued under this Division. Each day a short-term vacation rental is in operation without the required permit shall constitute a separate violation of this Division.
- (b) No external signage advertising the premises of a short-term vacation rental shall be permitted.
- (c) A legible copy of the valid short-term vacation rental permit shall be posted within the unit, including the short-term vacation rental permit number, the maximum occupancy of the unit, and the maximum number of vehicles that may be parked at the unit.
- (d) Short-term vacation rentals must be properly maintained and regularly inspected by the owner and by any necessary government agencies to ensure continued compliance with all applicable local, state and federal laws.
- (e) The Bibb County Sheriff's Office, Macon-Bibb County Code Enforcement, or any other authorized agency or department of Macon-Bibb County, shall notify the agent and owner of a short-term vacation rental unit of any and all instances where the nuisance behavior of a short-term vacation rental guest or the behavior of the agent results in a violation of the Macon-Bibb County Code of Ordinances or other legal infraction.
- (f) All instances of code violations and illegal or unlawful conduct occurring at or relating to a short-term rental unit shall result in citation. In instances where a short-term rental unit has accumulated three (3) violations for the same property within any twelve (12) month period, the County shall revoke the short-term vacation rental permit and reject all applications for that particular property for a period of twelve (12) consecutive months. The Tax Commissioner shall be notified of all violations and take proper action to revoke or deny permitting of the short-term vacation rental as required hereunder. Short-term rental agents shall be afforded an opportunity to appeal and rectify violations. Violations of this Division are subject to the following fines, which may not be waived or reduced, and which may be combined with any other legal remedy available to the County:
  - a. First violation: \$500.00.
  - b. Second violation within 12 months: \$750.00.
  - c. Third and successive violations within 12 months: \$1,000.00.

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- ~~(a) A legible copy of the applicable short-term vacation rental permit shall be posted within each short-term vacation rental.~~
  - ~~(b) Short-term vacation rentals must be properly maintained and regularly inspected by the owner and by any necessary government agencies to ensure continued compliance with all applicable local, state and federal laws.~~

### **~~Sec. 7-377. Short-term vacation regulation procedure.~~**

- ~~(a) It shall be a violation of this Code for any person or entity to operate a short-term vacation rental without a valid short-term vacation rental permit, issued under this Division.~~
- ~~(g**b**) Citations for code violations and any other violation of the Macon-Bibb County Code of Ordinances may be heard by the Court of any court of competent jurisdiction in Macon-Bibb County. The judge of the court will receive evidence; however, the official rules of evidence will not govern the proceeding. The judge will issue a written finding as to each alleged infraction, specifically identifying each founded accusation, which shall constitute a violation.~~
- ~~(c) Violations of this Division are subject to the following fines, which may not be waived or reduced and which may be combined with any other legal remedy available to the County:~~
  - ~~(1) First violation: \$500.00.~~
  - ~~(2) Second violation within the preceding 12 months: \$750.00.~~
  - ~~(3) Third and successive violations within the preceding 12 months: \$1,000.00.~~
- ~~(e**h**) A person aggrieved by the County's decision to revoke, suspend or deny a short-term vacation rental permit may appeal the decision to the Court. The appeal must be filed with the Clerk of Court in writing, within 30 calendar days after the adverse action and it shall contain a concise statement of the reasons for the appeal. Timely filing of an appeal shall stay the revocation, suspension or denial pending a decision by the Court.~~
- ~~(i**e**) The Court shall thereafter consider the appeal. All interested parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. All relevant evidence shall be admissible at such hearing. The Court's determination shall constitute a final ruling on the application.~~
- ~~(f**i**) Nothing in this Division shall limit or prohibit the County from enforcement of its code, or any state or federal law, or serve as a bar to any other legal remedy otherwise available to the County. Nothing in this section shall be construed to limit or supplant the power of any inspector or other duly empowered officer under the County's ordinances, rules and regulations, or under the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means or proceedings.~~
- ~~(k**g**) Nothing in this Division shall be construed as relieving any occupant or guest, whether registered or otherwise, of any short-term vacation rental unit, of their individual criminal or civil responsibility for the violation of any federal, state or local laws or regulations.~~

### **Sec. 7-37**8**. Taxes.**

Short-term vacation rental unit owners are subject to state sales tax, County taxes, including but not limited to, the hotel/motel tax, and are liable for payment thereof as established by state law and the Macon-Bibb County Code of Ordinances. The County may seek to enforce payment of all applicable taxes to the extent provided by law, including by obtaining injunctive relief. The exclusion of any premises or business operation, or any category of

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business operation, from this Division shall have no effect on whether the owner or operator of such premises or business operation is liable for any other taxes levied under this Code, or under any other state or federal law.

**Sec. ~~7-378~~ -- ~~9~~, 7-380. Reserved.**



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#### LEGISLATIVE SPONSORS

- |                                                               |                                                             |
|---------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> MAYOR LESTER M. MILLER               | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK       |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN            | <input type="checkbox"/> COMMISSIONER PAUL BRONSON          |
| <input checked="" type="checkbox"/> COMMISSIONER ELAINE LUCAS | <input type="checkbox"/> COMMISSIONER MALLORY C. JONES, III |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER          | <input type="checkbox"/> COMMISSIONER BILL HOWELL           |
| <input type="checkbox"/> COMMISSIONER VIRGIL WATKINS, JR.     | <input type="checkbox"/> COMMISSIONER AL TILLMAN            |
- 

**A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION REQUESTING THAT THE LOCAL DELEGATION INTRODUCE OR SUPPORT LEGISLATION ACCEPTING FEDERAL MEDICAID FUNDING AND IMPLEMENTING THE FULL EXPANSION OF HEALTH INSURANCE COVERAGE AS PROVIDED BY THE AFFORDABLE CARE ACT; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, an estimated 25.2% of Macon Macon-Bibb County's 156,197 citizens live at or below the federal poverty level, with 15.6% of citizens having no health insurance coverage<sup>1</sup>; and

**WHEREAS**, Georgia's Medicaid program has very restrictive eligibility criteria that currently exclude approximately 500,000 low-income Georgians from receiving comprehensive, affordable health insurance coverage to provide for personal well-being and financial stability; and

**WHEREAS**, individuals without health insurance coverage or Medicaid access are less likely to obtain preventive medical care, ultimately increasing the costs of curative care borne by both the uninsured individual and the community through rising uncompensated costs to medical facilities and providers<sup>2</sup>; and

**WHEREAS**, the ongoing effects of the Coronavirus pandemic have contributed significantly to the rising uncompensated costs, as low-income, uninsured adults faced higher risks of COVID-19 exposure from frontline employment with significant public exposure, unstable housing, and higher rates of risk factors for more severe long-lasting effects from Covid-19 due to lower quality or lack of access to preventative healthcare prior to the pandemic; and

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<sup>1</sup> <https://www.census.gov/quickfacts/maconbibbcountygeorgia>

<sup>2</sup> Guth et al. The Effects of Medicaid Expansion under the ACA: Studies from January 2014 to January 2020 (March 17, 2020). <https://www.kff.org/medicaid/report/the-effects-of-medicaid-expansion-under-the-aca-updated-findings-from-a-literature-review/>

**WHEREAS**, increasing uncompensated costs have resulted in significant strains upon Georgia’s medical facilities, leading to the closure of 12 hospitals throughout Georgia since 2013 with significantly more facilities struggling financially, reducing overall access to medical care for all Georgians<sup>3</sup>; and

**WHEREAS**, in states where Federal Medicaid funding has been accepted and Medicaid programs fully expanded, uncompensated care costs averaged less than half of uncompensated care costs in states where funding had not been accepted and programs had not been expanded<sup>4</sup>; and

**WHEREAS**, in addition to improvements in the quality of life of vulnerable Georgians and significant savings for both the economically vulnerable and communities, Medicaid expansion in Georgia would add approximately 56,000 jobs to Georgia’s economy and increase economic growth by \$6.5 billion by supporting the healthcare industry, jobs, and Georgia’s overall economy; and

**WHEREAS**, compounding with the funds available for the expansion of Georgia Medicaid, the federal government has authorized an increased federal match to American Rescue Plan funds for states that have expanded Medicaid Programs; and

**WHEREAS**, under this additional match of ARP funds, Georgia would be eligible to receive funds sufficient to have an excess of approximately \$700 million that could be allocated to additional programs; and

**WHEREAS**, as a community with a significant healthcare industry and many citizens unable to obtain preventative and curative care due to financial constraints, Medicaid expansion would increase the number of insured members of our community, improve the financial footing of healthcare community partners, and bring new economic activity to Macon-Bibb through the salient effect of investments in the healthcare industry stimulating the local retail, hospitality, transportation, and real estate sectors; and

**WHEREAS**, expanding Medicaid would also help Georgia recover from the negative effects of the Coronavirus pandemic by providing uninsured individuals with a pathway to necessary preventive and curative care to recover from long-lasting effects of COVID-19, resulting in an overall healthier populace and a stronger, more resilient workforce; and

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<sup>3</sup> Georgia Hospital Closure List. <https://www.gha.org/Advocacy>

<sup>4</sup> Medicaid and CHIP Payment and Access Commission March 2022 Report: “Annual Analysis of Disproportionate Share Hospital Allotments to States.”

**WHEREAS**, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

**NOW THEREFORE BE IT RESOLVED** by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, the local legislative delegation is hereby requested to introduce or vote in support of legislation accepting Federal Medicaid funds and fully expanding insurance coverage pursuant to the Affordable Care Act during the next session of the General Assembly.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded by the Clerk of Commission to each member of the local delegation to the Georgia General Assembly.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

**BE IT FURTHER RESOLVED** the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

**BE IT FURTHER RESOLVED** that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

**BE IT FURTHER RESOLVED** that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
LESTER M. MILLER, Mayor

(SEAL) Attest: \_\_\_\_\_  
JANICE S. ROSS, Clerk of Commission