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November 2, 2021

COUNCIL AGENDA  
PERRY EVENTS CENTER  
1121 MACON ROAD, PERRY, GA 31069

6:00 PM

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**To join the meeting by Facebook:** Use this URL - [facebook.com/cityofperryga](https://facebook.com/cityofperryga)  
This will allow you to view and hear the meeting.

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll:
3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker
4. Recognition(s)/Presentation(s):
  - 4a. Introduction of Lorna Hall, Customer Service Manager – Ms. Val Sanders.
  - 4b. Recognition of Brenda King for 35 years of service – Mr. L. Gilmour.
  - 4c. Recognition of Chief Lee Parker for 5 years of service – Mr. L. Gilmour.
5. Community Partner(s) Update(s):
6. Citizens with Input.
7. Review of Minutes: Mayor Randall Walker
  - 7a. Council's Consideration – Minutes of the October 18, 2021 work session, October 19, 2021 pre council meeting, and October 19, 2021 council meeting. *(Council Member Riley Hunt was absent from October 19, 2021 meetings.)*
8. Old Business:
  - 8a. Mayor Randall Walker
  - 8b. Council Members
  - 8c. City Attorney Brooke Newby
  - 8d. City Manager Lee Gilmour
  - 8e. Assistant City Manager Robert Smith
9. New Business: Mayor Randall Walker
  - 9a. Matters referred from November 2, 2021 pre council meeting.
  - 9b. Ordinance(s) for First Reading(s) and Introduction:

1. **First Reading** of an ordinance to amend Chapter 4, Animals, adding Section 4-111 to address Public Nuisance for Dogs – Ms. B. Newby. *(No action required by Council)*
2. **First Reading** of an ordinance to amend City Code, Chapter 15, Article VI, Transient Merchants – Ms. B. Newby. *(No action required by Council)*
- 9c. **Resolution(s) for Consideration and Adoption:**
  1. Resolution amending the City of Perry Fee Schedule – Mr. L. Gilmour.
- 9d. Mowing proposal – Ms. A. Fitzner.
- 9e. Approve and accept Georgia Public Safety Officials and First Responders Supplemental Grant, terms and conditions, and authorize the Mayor to execute any required documents associated with the grant – Ms. B. King.
- 9f. Request to provide Quitclaim Deed to the Sexton Family Properties, LLLP relative to Aultman Street – Ms. B. Newby.
10. **Council Members Items:**
11. **Department Heads/Staff Items.**
12. **General Public Items:**
13. **Mayor Items:**
14. **Adjourn.**

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Perry City Council Agenda and supporting material for each item is available on-line through the City's website at [www.perry-ga.gov](http://www.perry-ga.gov).

**MINUTES**  
**WORK SESSION MEETING**  
**OF THE PERRY CITY COUNCIL**  
**October 18, 2021**  
**5:00 P.M.**

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the work session meeting held October 18, 2021 at 5:00 p.m.
  
2. Roll:  
Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Robert Jones, Council Members Phyllis Bynum-Grace, Willie King, Riley Hunt, Darryl Albritton, and Joy Peterson.

Elected Officials Absent: none

Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith, and Recording Clerk Annie Warren

City Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker - Perry Fire and Emergency Services Department, Brenda King – Director of Administration, Mitchell Worthington – Finance Director, Cody Gunn – Chief Building Official, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Ashley Hardin – Economic Development Administrator, Chad McMurrian – Engineering Services Manager, and Tabitha Clark – Communications Administrator.

Guest(s)/Speaker(s): Sam Urban and Keith Ziobron - Cardno.

Media: William Oliver – Houston Home Journal and Thomas Brooks – WGXA.

3. Items of Review/Discussion: Mayor Randall Walker
  - 3a. Department of Community Development
    1. LMIG 2022 priority list revisions. Mr. McMurrian reviewed the revised 2022 Local Maintenance and Improvement Grant Program list. Mr. McMurrian asked Council if there were any changes that needed to be made to the list.
  
  - 3b. Office of the City Manager
    1. Building inspections. Administration advised he is recommending adding an additional building inspector position based on the number of

building inspectors and anticipation of demand not declining. Administration stated the position can be paid for by the contractors fees and recommended authorizing and establishing the position. Council concurred with moving forward and filling this position.

2. Follow up relative to transient merchants. Mr. Gilmour provided the following information to Council relative to transient merchants: 1) a location map highlighting the only area in the city that allows transient merchants sales, 2) only one property authorized vendors to come in during the last two major events, 3) indicated the changes, Holiday Inn Express, Taco Bell, Hardee's and Popeye's, the planned Dunkin Donuts, and Chick-Fil-A, 4) no regular transient merchants, 5) transient merchants are now attracted to Perry based on large events at the Fairgrounds, and 6) issues relative to parking for transient merchants. Administration recommended Council cancel out transient vendors from the city limits and encourage them outside the city.

Council Member Peterson inquired why fruit/vegetable merchants are not considered transient merchants. Mr. Gilmour stated fruit/vegetable merchants are controlled under a different section of State code. Council Member Peterson had questions about where transient merchants could set up and made two points: 1) when we see transient merchants stands it lends to the excitement of what is going on, and 2) think the city is denying the free market system. The city should have a strict timeline for permits and make no exceptions and place a fee on permits that make it worth staff time. Council Peterson felt it is unfair to independent vendors. Administration stated many of these vendors come in last minute or did not apply for a permit.

Council Member Albritton inquired about the transient merchant that setup in the parking lot of Pepo's during the Trump Rally event and had permission from the store owner but was asked to shut down because they did not complete the paperwork required. Mayor Walker stated they were set up in an area that transient merchants are not allowed.

Mayor Pro Tempore Jones stated he received a couple of calls from constituents with concerns about these merchants setting up with banners and flags during the Trump Rally that had messages about our current President that children should not have seen.

Council Member King stated the city should eliminate transient merchants.

Council Member Bynum-Grace stated she does not see any reason for transient merchants to exist anymore.

Administration stated it will have the attorney's office prepare a code amendment that is required to eliminate transient merchants to bring before Council.

3. Former Stanley Property Cleanup Grant. Mr. Smith presented for Council's consideration a request to apply for a Brownfield Cleanup Grant for the former Stanley Property. The request included the engineering findings, and a recommendation for moving forward. Council Member Peterson asked for an explanation of some of the costs listed in the budget graph. Mr. Ziobron of Cardno, reviewed the budget line items and answered Council questions. Mr. Smith asked for Council concurrence to move forward with applying for a Brownfield Cleanup Grant. Council concurred to proceed with applying for a Brownfield Cleanup Grant.
4. Brownfield Assessment Grant Application. Mr. Smith presented for Council's consideration a request to apply for an FY 2022 Brownfield Assessment Grant in the amount of \$500,000.00. Mr. Smith provided a matrix of properties that the City was able to touch with the grant that was awarded in 2018 and the work that was completed. Mr. Smith stated there is no local match requirement and grant applications are due on December 1, 2021. Council concurred to move forward with applying for the Brownfield Assessment Grant.

3c. Finance Department

1. Discussion of options to purchase Police Patrol Vehicles approved in FY22 Budget. Mr. Worthington advised Council that Bid No. 2021-31 was awarded to Prater Ford, Inc. for six standard Police patrol vehicles in the amount \$40,753.14 per vehicle (total bid award of \$244,518.84). Due to supply and production issues related to COVID-19 these vehicles will be built and delivered as 2022 models instead of 2021 models and sold to the city at the 2021 model price. Prater Ford, Inc. has informed the City that they are willing to sell additional 2022 model Police Patrol Vehicles at the same price bid of the previous vehicles. Mr. Worthington also stated the City's FY 2022 budget includes the purchase of nine Police patrol vehicles and it's staff recommendation to purchase these nine vehicles from Prater Ford, Inc., since 1) it would allow our order to get into the production queue much faster than bidding the purchase out and 2) we are unlikely to receive a bid lower than \$40,753.14 per vehicle for 2022 model year vehicles. Mr. Worthington advised Council that our purchasing policy allows the city to piggyback off previous contracts and contracts with other cities. Council Member Hunt asked if this was fair to local vendors. Administration stated 1) we are only dealing with other Ford vendors and 2) we did go out to bid for the other vehicles and Mr. Worthington is talking about the vendor that won the award of bid and the vendor is going to keep the same price. Council concurred to place this item on the October 19, 2021 regular meeting agenda.

4. Other Business / Supplemental Agenda Item(s):

1. Houston Lake Drive Sewer Main Repairs. Mr. Worthington reported a 12” sewer main that runs under Houston Lake Drive has collapsed near the intersection of Houston Lake Drive and Sunshine Avenue, posing a potential threat to the integrity of the street and sewerage system. ESG Inc. staff has temporarily gotten the sewer main flowing again, but it does need to be repaired. Staff received two quotes to both repair the collapsed section and clean/camera an additional 1,000 feet of sewer main between Main Street and SR-127. The quotes range from \$115,630.00 to \$126,000.00. Since the amounts are over \$100,000.00 this will have to be bid out following Public Works Construction Contracts which requires 30 days, bid bonds and performance bonds. There is a subsection of the law that will allow the city to award this bid as an emergency contract. It’s staff recommendation to award this bid as an emergency contract in accordance with GA Code 36-91-22 (e) to low bidder Pyles Plumbing & Utility Contractors, Inc. in the amount of \$115,630.00. Council concurred to place this item on the October 19, 2021 regular meeting agenda.

5. Council Member Items.

Mayor Pro Tempore Jones, and Council Members Bynum-Grace, Albritton, and Hunt had no reports.

Council Member Peterson advised Council that she met with members of the Chamber’s Intergovernmental Affairs Committee and the members are interested in meeting quarterly with different businesses and partners of the City. The next meeting is November 17 at 3 pm.

Council Member King stated he received a call from Ms. Jackson on Hilltop relative to her recycling toter not being picked up. Mayor Walker stated it will be looked into.

6. Department Head/Staff Items:

Ms. King, Mr. Worthington, Chief Lynn, Chief Parker, Mr. Swan, Ms. Fitzner, Ms. Warren, Ms. Clark, and Ms. Hardin had no reports.

7. Mayor Items

- November 8, Redistricting meeting at Middle Georgia Regional Commission
- October 23, Octoberfest
- October 26, State of Community Luncheon

8. Adjournment: There being no further business to come before Council in the work session held October 18, 2021 Council Member King motioned to adjourn the meeting at 6:30 p.m. Council Member Peterson seconded the motion and it carried unanimously.

**MINUTES  
PRE COUNCIL MEETING  
OF THE PERRY CITY COUNCIL  
October 19, 2021  
5:00 P.M.**

1. **Call to Order:** Mayor Randall Walker, Presiding Officer, called to order the pre council meeting held October 19, 2021 2021 at 5:00 p.m.

2. **Roll:**

**Elected Officials Present:** Mayor Randall Walker, Mayor Pro Tempore Robert Jones and Council Members Joy Peterson, Willie King, Darryl Albritton, and Phyllis Bynum-Grace.

**Elected Official Absent:** Council Member Riley Hunt

**City Staff:** City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney Brooke Newby, and Recording Clerk Annie Warren.

**Departmental Staffing:** Brenda King - Director of Administration, Bryan Wood – Director of Community Development, Mitchell Worthington – Finance Director, Chief Lee Parker - Fire and Emergency Services Department, Chief Steve Lynn – Perry Police Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Holly Wharton – Community Planner, Anya Turpin – Special Events Administrator, Jazmin Thomas – Downtown Manager, Asst. Fire Chief Kirk Crumpton – Perry Fire and Emergency Services, and Tabitha Clark – Communications Administrator.

**Media:** none

**Guest(s)/Speaker(s):** none

3. **Items of Review/Discussion:** Mayor Randall Walker

3a. **Discussion of October 19, 2021 council meeting agenda.**

**4a. Promotion – Fire Lieutenants Austin Redmond and Jonathan Yoder.** Chief Parker will recognize Lieutenants Auston Redmond and Jonathan Yoder for their accomplishments of being promoted to lieutenants.

**4b (2). The City of Perry’s International Festival event** Ms. Turpin advised Council that the International Festival Committee met this afternoon and decided to modify the street closure request. Instead of closing the streets on Friday, November 5<sup>th</sup> and Saturday, November 6<sup>th</sup>, they decided to request for street closures only on Saturday, November 6<sup>th</sup>, at 6 am.

**8a (1). Second Reading of an ordinance for the annexation of property to the City of Perry. The property is located at 2315 Marshallville Road and South Perry Parkway; Tax Map Numbers 000180 018000 and 000190 10A000.** Mr. Wood stated this is the second reading of an ordinance to annex two parcels of land on South Perry Parkway and one parcel on Marshallville Road for a total of 78-acres. Staff and the Planning Commission recommends approval of the annexation request.

**8a (2). Second Reading of an ordinance for the rezoning of property from R-AG (County), Residential-Agricultural District to R-2A (City), Single-family Residential District. The property is located at 2315 Marshallville Road and South Perry Parkway; Tax Map Numbers 000180 018000 and 000190 10A000.** Mr. Wood stated this is the second reading of an ordinance to rezone a 44.68-acre parcel from R-AG (County) to R-2A (City). Staff and the Planning Commission recommends approval of the proposed zoning classification of R-2A, single-family residential based on the following conditions: 1) Building permits for the proposed development shall only be issued at such time as the subject property has adequate sewer capacity as determined by the City of Perry in accordance with its sewer capacity assessment and developing sewer master plan, 2) The developer/builder shall install landscaping along South Perry Parkway in accordance with the requirements of Article 6 of the Land Management Ordinance and shall thereafter grant a landscape easement in favor of the City for landscape maintenance to support corridor enhancement, particularly along arterial roads near commercial nodes, and 3) Access to the parcels adjacent to South Perry Parkway shall only be via internal subdivision roads. There shall be no direct access to South Perry Parkway except for subdivision entrance roads.

**10a (1). Award of emergency contract to repair Houston Lake Drive Sewer Main.** Mr. Worthington stated a 12" sewer main that runs under Houston Lake Drive has collapsed near the intersection of Houston Lake Drive and Sunshine Avenue. In the interest of expediting the repairs, staff is asking Council to award an emergency contract to Pyles Plumbing & Utility Contractors, Inc. to make the repair.

**10a (2). Approval to proceed with an application for environmental grants.** Mr. Smith presented for Council's consideration two grants to be prepared and submitted on the behalf of the city by Carndo. One is a Brownfield Assessment Grant in the amount of \$500,000.00 in which there is no local match and the other is Brownfield Cleanup Grant in the amount of \$500,000.00 in which there is a 20% match of total project cost.

**10a (3). Proceed with award of bid FY 2022 Police Vehicles.** Mr. Worthington stated the FY 2022 budget includes the purchase of nine vehicles for the police patrol division. Mr. Worthington was approached by Prater Ford, Inc., it was awarded Bid No. 2021-31, which was the previous bid to purchase police vehicles. Prater Ford, Inc., offered to keep the price the same and sale the city 2022 models at the same price. Staff's recommendation is to award to Prater



Ford, Inc. and purchase the nine vehicles from Prater Ford Inc., in the amount of \$40,753.14 per vehicle.

10c. Selection of a grant writer and administrator for 2022 CDBG and CHIP applications. Ms. Wharton stated the City of Perry plans to apply for a 2022 CDBG and CHIP grant and its time to procure a grant writer and administrator. The City of Perry received two complete and qualifying proposals by the posted deadline. The proposals received were Gilbert and Associates and Grant Specialists of Georgia. The proposals were objectively reviewed and scored by staff. Staff recommends selecting Grant Specialists of Georgia for 2022 CDBG and CHIP grant writing and administration.

4. Council Member Items:

Mayor Pro Tempore Jones, and Council Members Bynum-Grace, and King had no reports.

Council Member Peterson stated she spent a lot of time thinking about transient merchants and as long as there is a place for them to work, she is not going to vote against it.

Council Member Albritton reported there was an accident on Houston Lake Road between Meadowdale school and Publix and asked if there could be any widening of the road. Mayor Walker stated a contract has been let to extend to a full three lane street.

Council Member Peterson discussed water line breaks in New Haven Subdivision. Administration will send out letters to the residents in New Haven Subdivision and Avington Glen Subdivision.

Council Member Peterson revisited fee waivers for non-profit temporary banners.

Mr. Gilmour, Mr. Smith, and Ms. Newby had no reports.

5. Department Heads/Staff Items:

Ms. Clark provided a brief overview of Youth Leadership today.

Ms. Hardin stated Sandler and Gilmer Warehouse are still looking for employees.

Ms. Thomas reported on the Scarecrow Fest, Sweets & Treats, and Storywalk events.

Ms. King, Mr. Worthington, Chief Lynn, Chief Parker, Mr. Swan, Ms. Fitzner, Assistant Fire Chief Crumpton, Ms. Wharton, and Ms. Warren had no reports.

6. Adjourn. There being no further business to come before Council in the pre council meeting held October 19, 2021 Council Member King motioned to adjourn the

meeting at 5:30 p.m. Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

**MINUTES**  
**REGULAR MEETING OF THE PERRY CITY COUNCIL**  
**October 19, 2021**  
**6:00 P.M.**

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the regular meeting of the Perry City Council held October 19, 2021 at 6:00 p.m.

2. Roll.

Elected Officials Present: Mayor Randall Walker, Mayor Pro Tempore Robert Jones and Council Members Joy Peterson, Willie King, Darryl Albritton, and Phyllis Bynum-Grace.

Elected Official Absent: Council Member Riley Hunt

City Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney Brooke Newby, and Recording Clerk Annie Warren.

Departmental Staffing: Brenda King - Director of Administration, Bryan Wood – Director of Community Development, Mitchell Worthington – Finance Director, Chief Lee Parker - Fire and Emergency Services Department, Chief Steve Lynn – Perry Police Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Holly Wharton – Community Planner, Anya Turpin – Special Events Manager, Jazmin Thomas – Downtown Manager, Asst. Fire Chief Kirk Crumpton – Perry Fire and Emergency Services, Lieutenant Austin Redmond – Perry Fire and Emergency Services, Lieutenant Jonathan Yoder - Perry Fire and Emergency Services, and Tabitha Clark – Communications Administrator.

Media: William Oliver – Houston Home Journal

Guest(s)/Speaker(s): none

3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker

Mayor Pro Tempore Jones rendered the invocation and Council Member Albritton led the pledge of allegiance to the flag.

4. Recognition(s)/Presentation(s):

4a. Recognitions from Fire and Emergency Services Department – Chief L. Parker.

- Promotion – Fire Lieutenants Austin Redmond and Jonathan Yoder

Chief Parker introduced Fire Lieutenants Austin Redmond and Jonathan Yoder to Mayor and Council. Mayor and Council congratulated both on their promotions.

4b. Special Events Applications – Mayor R. Walker

1. Perry Main Street Sweets & Treats event. Ms. Thomas presented for Council's consideration the Perry Main Street Sweets & Treats event street closures and new footprint for approval. Council Member Bynum-Grace motioned to approval the request as presented; Council Member King seconded the motion and it carried unanimously.
2. The City of Perry's International Festival event. Ms. Turpin presented for Council's consideration the City of Perry's International event modified street closures and time change request. Council Member Peterson motioned to approve the request as presented; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

5. Community Partner(s) Update(s): none

6. Citizens with Input. none

7. Review of Minutes: Mayor Randall Walker

- 7a. Council's Consideration – Minutes of the October 4, 2021 work session, October 5, 2021 pre council meeting, and October 5, 2021 council meeting. *(Mayor Pro Tempore Robert Jones and Council Member Riley Hunt was absent from October 4 & 5, 2021 meetings and Council Member Darryl Albritton was absent from October 4, 2021 meeting.)*

Council Member Bynum-Grace motioned to accept the minutes as submitted; Council Member King seconded the motion and it carried with Mayor Pro Tempore Jones abstaining from the October 4 & 5, 2021 meetings and Council Member Albritton abstaining from October 4, 2021 meeting.

8. Old Business:

8a. Ordinance(s) for Second Reading(s) and Adoption:

1. **Second Reading** of an ordinance for the annexation of property to the City of Perry. The properties are located at 2315 Marshallville Road and South Perry Parkway; Tax Map Numbers 000180 018000 and 000190 10A000– Mr. B. Wood.

Adopted Ordinance No. 2021-22 for the annexation of property to the City of Perry. The properties are located at 2315 Marshallville Road and South Perry Parkway; Tax Map Numbers 000180 018000 and 000190 10A000. Mr. Wood stated the Planning Commission and staff recommends approval of the annexation request. Council Member King motioned a adopt as presented; Council Member Peterson seconded the motion and it carried unanimously. *(Ordinance No. 2021-22 has been*

*entered into the City's official book of record).*

2. **Second Reading** of an ordinance for the rezoning of property from R-AG (County), Residential-Agricultural District to R-2A (City), Single-family Residential District. The properties are located at 2315 Marshallville Road and South Perry Parkway; Tax Map Numbers 000180 018000 and 000190 10A000 – Mr. B. Wood.

Adopted Ordinance No. 2021-23 for the rezoning of property from R-AG (County), Residential-Agricultural District to R-2A (City), Single-family Residential District. The properties are located at 2315 Marshallville Road and South Perry Parkway; Tax Map Numbers 000180 018000 and 000190 10A000. Mr. Wood stated the Planning Commission and staff recommends approval of the proposed zoning classification of R-2A, single-family residential based on the following conditions: 1) Building permits for the proposed development shall only be issued at such time as the subject property has adequate sewer capacity as determined by the City of Perry in accordance with its sewer capacity assessment and developing sewer master plan, 2) The developer/builder shall install landscaping along South Perry Parkway in accordance with the requirements of Article 6 of the Land Management Ordinance and shall thereafter grant a landscape easement in favor of the City for landscape maintenance to support corridor enhancement, particularly along arterial roads near commercial nodes, and 3) Access to the parcels adjacent to South Perry Parkway shall only be via internal subdivision roads. There shall be no direct access to South Perry Parkway except for subdivision entrance roads. Council Member Peterson motioned to adopt as presented with the conditions: 1) Building permits for the proposed development shall only be issued at such time as the subject property has adequate sewer capacity as determined by the City of Perry in accordance with its sewer capacity assessment and developing sewer master plan, 2) The developer/builder shall install landscaping along South Perry Parkway in accordance with the requirements of Article 6 of the Land Management Ordinance and shall thereafter grant a landscape easement in favor of the City for landscape maintenance to support corridor enhancement, particularly along arterial roads near commercial nodes, and 3) Access to the parcels adjacent to South Perry Parkway shall only be via internal subdivision roads. There shall be no direct access to South Perry Parkway except for subdivision entrance roads. Council Member King seconded the motion and it carried unanimously. *(Ordinance No. 2021-23 has been entered into the City's official book of record).*

9. Any Other Old Business: Mayor Randall Walker
  - 9a. Mayor Randall Walker - none
  - 9b. Council Members - none
  - 9c. City Attorney Brooke Newby - none
  - 9d. City Manager Lee Gilmour - none
  - 9e. Assistant City Manager Robert Smith - none

10. New Business: Mayor Randall Walker

10a. Matters referred from October 18, 2021 work session and October 19, 2021 pre council meeting.

1. Award of emergency contract to repair Houston Lake Drive Sewer Main.  
Mr. Worthington stated a 12" sewer main that runs under Houston Lake Drive has collapsed near the intersection of Houston Lake Drive and Sunshine Avenue, posing a potential threat to the integrity of the street and sewerage system. Staff received two quotes to both repair the collapsed section and clean/camera an additional 1,000 feet of sewer main between Main Street and SR-127. The quotes range from \$115,630.00 to \$126,000.00. Since the amounts are over \$100,000.00 this will have to be bid out following Public Works Construction Contracts which requires 30 days, bid bonds and performance bonds. There is a subsection of the law that will allow the city to award this bid as an emergency contract. It's staff recommendation to award this bid as an emergency contract in accordance with GA Code 36-91-22 (e) to low bidder Pyles Plumbing & Utility Contractors, Inc. in the amount of \$115,630.00. Council Member Albritton motioned to award the bid to low bidder Pyles Plumbing & Utility Contractors, Inc. in the amount of \$115,630.00; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.
  
2. Approval to proceed with application for environmental grants – Mr. R. Smith.
  - Remediation on Former Stanley Property
  - Brownfield Assessment Grant

Council Member Bynum-Grace motioned to approve both grant applications as submitted by Mr. Smith; Mayor Pro Tempore Albritton seconded the motion and it carried unanimously.

3. Proceed with award of bid FY2022 Police Vehicles – Mr. M. Worthington.

Mr. Worthington stated the FY 2022 budget includes the purchase of nine (9) vehicles for the police patrol division. Prater Ford, Inc. has informed the City that they are willing to sell additional 2022 model Police patrol vehicles at the same price bid of the previous vehicles, \$40,753.14 per vehicle (total bid award of \$366,778.26). Mr. Worthington advised Council that our purchasing policy allows the city to piggyback off previous contracts and contracts with other cities. Staff's recommendation is to award to Prater Ford, Inc., in the amount of \$40,753.14 per vehicle (total bid award of \$366,778.26). Council Member Albritton motioned to approve the bid as submitted; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

10b. Resolution(s) for Consideration and Adoption:

1. Resolution amending the City of Perry Fee Schedule – Mr. L. Gilmour.

Adopted Resolution No. 2021-52 amending the City of Perry Fee Schedule. Council Member King motioned to adopt the resolution as presented; Mayor Pro Tempore Jones seconded the motion and it carried unanimously. (*Resolution No. 2021-52 has been entered into the City's official book of record*).

10c. Selection of a grant writer and administrator for 2022 CDBG and CHIP applications – Ms. H. Wharton.

Ms. Wharton stated the Community Development received two complete and qualifying proposals. Staff recommends selecting Grant Specialists of Georgia for 2022 CDBG and CHIP grant writing and administration. Council Member King motioned to approve the recommendation of Grant Specialists of Georgia for 2022 CDBG and CHIP grant writing and administration. Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

11. Council Members Items:

Mayor Pro Tempore Jones requested a light at the intersection of Bear Branch and Houston Lake Road. Administration will make a request to DOT.

Council Members Bynum-Grace, Albritton, Peterson, and King had no reports.

Mr. Gilmour, Ms. Newby, and Mr. Smith had no reports.

12. Department Heads/Staff Items.

Chief Lynn advised Mayor and Council of the passing of Colonel Rueben McGhee, retired from Houston County Sheriff Department.

Chief Parker reminded everyone October is Fire Safety month and the 3<sup>rd</sup> Annual Fire Safety Poster Contest is opened until October 31.

Mr. Swan reported registration for youth basketball ends on October 24 and his department has started an instructional basketball program for 3-4-year-old.

13. General Public Items: none

14. Mayor Items:

- October 26, State of Community Luncheon
- November 1, work session
- November 2, pre council and council
- November 8, Redistricting meeting at the Middle Georgia Regional Commission

15. Adjournment: There being no further business to come before Council in the regular council meeting held October 19, 2021, Mayor Pro Tempore Jones motioned to adjourn the meeting at 6:30 p.m. Council Member Peterson seconded the motion and it carried unanimously.



**AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA, CHAPTER 4, ANIMALS; ADDING SECTION 4-111, PUBLIC NUISANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL CODE PROVISIONS, ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES**

**THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Perry Code is amended as follows:**

1.

By amending **Article V. - Responsible Dog Ownership of Chapter 4- Animals**, to clarify public nuisances created by dogs by adding a new **Section 4-111. – Public Nuisance**, to read as follows:

**Sec. 4-111. – Public Nuisance.**

No owner shall fail to exercise proper care and control of his or her dog or dogs to prevent them from becoming a public nuisance as the same is defined in Section 4-21.

**BE IT FURTHER ORDAINED** that all ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed; and that should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

**SO ENACTED this 16<sup>th</sup> day of November, 2021.**

**CITY OF PERRY, GEORGIA**

By: \_\_\_\_\_  
Randall Walker, Mayor

Attest: \_\_\_\_\_  
Annie Warren, City Clerk

1<sup>st</sup> Reading: November 2, 2021

2<sup>nd</sup> Reading: November 16, 2021

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA, FOR THE PURPOSE OF AMENDING CHAPTER 15, LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS; ARTICLE VI, TRANSIENT MERCHANTS; TO REPEAL ALL CODE PROVISIONS, ORDINANCES, OR PARTS THEREOF, IN CONFLICT HERewith; AND FOR OTHER PURPOSES**

**THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Perry Code is amended as follows:**

1.

By repealing Sections 15-126 through 15-134.1 of Article VI, Chapter 15 in their entirety.

2.

By adding a new Section 15-126. – “Transient merchant” defined to read as follows:

**Sec. 15-126. – “Transient merchant” defined.**

As used in this article, the term "transient merchant" means any person, firm, or corporation, as principal or agent, or both, which is not a regular retail or wholesale merchant with a permanent place of business in the city, but rather one (1) who displays samples, model goods, wares or merchandise in or upon any lot, building, room or structure of any kind, whether fixed or mobile, for the purpose of securing orders for the retail sale of such items or items of like kind or quality for immediate or future delivery. The term "transient merchant" shall not include any person, firm, or corporation which:

- (1) Meets the definition of "fruit or vegetable stand" in article IX of this chapter; or
- (2) Makes house-to-house personal calls for the purpose of displaying samples or taking orders for shipment directly from a manufacturer (see article XV, solicitors); or
- (3) Conducts business at any industry or association trade show; or
- (4) Holds a yard sale from the home of a resident of the city, provided such business activity otherwise complies with city ordinances (see section 17-30, yard sales, etc.); or
- (5) Sells items from the home of a resident of the city, provided such business activity otherwise complies with city ordinances (see appendix A, section 4-4, accessory uses); or
- (6) Sells items at an organized show or exhibition held within the corporate limits of the city by a person who has first obtained from the city a license for the purpose of conducting such show or exhibition; or
- (7) Sells items in the downtown district on property owned or leased by the individual or organization holding the sale, provided permission for such sale has been obtained from the council, and provided such business activity otherwise complies with city ordinances.

3.

By adding a new Section 15-127. – Transient merchants prohibited to read as follows:

**Sec. 15-127. – Transient merchants prohibited.**

Transient merchants are prohibited within the city limits.

4.

Sections 15-128 through 15-134.1 are reserved.

**BE IT FURTHER ORDAINED** that all ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed; and that should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

**SO ENACTED this 16<sup>th</sup> day of November, 2021.**

**CITY OF PERRY, GEORGIA**

By: \_\_\_\_\_  
Randall Walker, Mayor

Attest: \_\_\_\_\_  
Annie Warren, City Clerk

1<sup>st</sup> Reading: November 2, 2021

2<sup>nd</sup> Reading: November 16, 2021



**Where Georgia comes together.**

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

**TO:** Mayor/Council  
**FROM:** Lee Gilmour, City Manager  
**DATE:** October 28, 2021  
**REFERENCE:** Fee resolution

The attached resolution proposes to amend the City of Perry Fee Schedule to:

1. Delete sewer tap fees since the city no longer does the tap.
2. Establish rental fees for Heritage Oaks Park.

**A RESOLUTION TO AMEND  
THE CITY OF PERRY  
FEE SCHEDULE**

**WHEREAS**, there is a need based on department requests to amend the City of Perry Fee Schedule;

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY HEREBY RESOLVES** that the City of Perry fee schedule is amended as follows:

Section 1 B. Charge for Services. 5 Water/Sewerage. b. Sewerage Service.  
1. Installation is amended by deleting b. Sewer service only.

Section 2 C. Miscellaneous Revenue 1. Rental income add:

f. Heritage Oaks Park				
(1)	Day (8:00am - 4:00pm)	\$		30.00/event
(2)	Evening (4:00pm - 11:00pm)			
	Monday - Thursday	\$	40.00/hour	
	Maximum	\$	240.00/event/day	
(3)	Friday - Sunday	\$	60.00/hour	
	Maximum	\$	420.00/event/day	
(4)	Event deposit	\$	50.00/event	
(5)	Damage deposit	\$	100.00/event	

SO RESOLVED THIS \_\_\_\_\_ DAY OF NOVEMBER 2021.

CITY OF PERRY

By: \_\_\_\_\_  
RANDALL WALKER, MAYOR

City Seal

Attest: \_\_\_\_\_  
ANNIE WARREN, CITY CLERK



Where Georgia comes together.

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: Mayor/Council  
FROM: Lee Gilmour, <sup>is</sup> City Manager  
DATE: October 19, 2021  
REFERENCE: Mowing services

Attached is the bid tabulation sheet from mowing contractors for the pocket parks listed. This mowing proposal includes mowing once a week in the high growth period of the year.

This proposal is being offered by the Department of Public Works to free up existing city staff to start or improve arterial and collector street mowing and edging of sidewalks. Examples are General Courtney Hodges Boulevard, Martin Luther King Jr. Drive, Tucker Road, etc. This proposal can be funded in the current budget.

The Administration recommends approval.

cc: Mr. R. Smith  
Ms. A. Fitzner



Where Georgia comes together.

To: Lee Gilmour, City Manager

From: Ansley Fitzner, Public Works Superintendent

Date: October 5, 2021

Re: Pocket Park Vendor Bids

Mr. Gilmour,

The City of Perry Public Works Department solicited fourteen local vendors with registered business licenses within the City of Perry for bids to provide landscape maintenance services at ten City pocket parks. The department received four responsive bids ranging from \$1,650.00 per month to \$3,038.00 per month. As the lowest vendor does not carry worker's compensation coverage, it is the recommendation of the Public Works Superintendent to award the pocket park maintenance to Real Turf Solutions as an established vendor for the City of Perry with current insurance and worker's compensation coverage.

10 Pocket Parks - Landscape Maintenance 39 visits per year (weekly April to September)				
VENDOR	Per Month	Per Year	Gen. Liability Cov	Worker's Comp Cov
Haley's Landscaping Company	\$1,650.00	\$19,800.00	\$1,000,000/occurrence	none provided
Real Turf Landscaping	\$1,680.00	\$20,160.00		on file
Rod's Landscaping	\$2,450.00	\$29,400.00	\$1,000,000/occurrence	\$500,000/incident
E&K Lawn	\$3,038.75	\$36,465.00	\$1,000,000/occurrence	\$100,000/incident

Please let me know of any questions or concerns.

Thank you,

Ansley Fitzner

STATE FISCAL RECOVERY FUND  
TERMS AND CONDITIONS  
FOR PUBLIC SAFETY OFFICIALS AND  
FIRST RESPONDERS PAY SUPPLEMENT



## About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of payments using grant funds to the Grantee from the State Fiscal Recovery Fund (SFRF) established within Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (03/11/2021), (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

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

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

## 1. Definitions

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

1. **“ARPA”** means H.R. 1319, the federal American Rescue Plan Act of 2021, Pub. L. No. 117-2 (03/11/2021).
2. **“Coronavirus State Fiscal Recovery Funds”** or **“CSFRF”** means the fund established within Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (03/11/2021).
3. **“GeorgiaGrants (formerly known as GeorgiaCares)”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of CSFRF to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the CSFRF.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the CSFRF Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned entity.
7. **“Public Safety Officials and First Responders”** Means individuals who hold active, valid certifications as law enforcement officers, jail or prison officers, or communications officers from the Georgia Peace Officer Standards and Training Council (POST); as firefighters from the Georgia Firefighter Standards and Training Council (GFSTC); or as emergency services workers from the Georgia Department of Public Health; who are employed full-time (or an average of 40 hours per week) in roles requiring their respective certifications, or who are volunteer firefighters in active standing on their department’s roster as submitted to GFSTC.
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

## 2. General Requirements and Conditions

### 2.1 Applicability of Grant Agreement and Provisions

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

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

### 2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is an employer of qualified public safety officials and first responder personnel and is authorized to submit such requests as defined in this Agreement, and that requests for payment will be based on the Grantee's active payroll or active volunteer firefighter roster as of August of 2021.

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

### 2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance ("funding announcement") to the Grantee through Grantee's representative listed in Section 1.20 of this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants (formerly known as GeorgiaCares) for reimbursement as specified in this Agreement.

### 2.4 Performance Period

Funding has been authorized for eligible payments to be made by the Grantee during the

performance period for this Grant which is between October 1, 2021 and December 31, 2021 or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All funds must be expended before the end of the liquidation period as referenced in Section 7.6. The Grantee must submit their request for payment through GeorgiaGrants (formerly known as GeorgiaCares) for this Grant by no later than December 31, 2021. The state will not be obligated to reimburse expenses incurred prior to or after the performance period.

## 2.5 General Responsibility and Compliance

Employers of public safety officials and first responders must submit a request on behalf of their qualifying employees. Local governments, including municipal and county governments, must apply on behalf of all qualifying employees within their jurisdiction. Local governments must submit a separate payment request for each department within their jurisdiction. Payroll information must show each employee’s name, position title, active pay status, full time status, certification title and number, and reflect that the individual was an employee during the period between August 1 and August 31 of 2021. Due to the volume of requests for reimbursement and the limited performance period, Grantee is solely responsible for determining the accuracy of documentation submitted for submitted under this Agreement.

Grant funds may only be used to provide a \$1,000 supplement for full-time public safety officials and first responders or \$300 supplement for volunteer firefighters and associated federal payroll taxes. Payments to individuals are classified as taxable wages. The Grantee is responsible for paying all federal payroll taxes and reflecting payments to recipients on forms W-2 or 1099 as applicable. Payments will be made directly to the Grantee only.

Qualifying employees must hold a valid and active certification as a law enforcement officer, jail officer, communications officer, firefighter, or emergency medical technician from the state from either the Georgia Peace Officer Standards and Training Council (POST), Georgia Firefighter Standards and Training Council (GFSTC), or Department of Public Health (DPH) and currently serve full-time in a position requiring such certification. Qualifying individuals who work as a first responder in two or more jurisdictions may only receive a supplement through their primary employer. The Grantee is responsible for ensuring that payments are only made to individuals for whom they are the primary employer. The Grantee must remit to the Office of Planning and Budget any funds received for an individual who has received the supplemental payment through another employer.

In addition to prohibited costs set forth under Section 6 of this Agreement, grant funds may not be used to supplant any other announced supplemental or premium pay for public safety officials or first responders or for other salaries, wages, overtime costs, insurance, employee fringe benefits, or other indirect expenses associated with administration or processing.

Requests for payments for eligible staff must be received by December 31, 2021 or the date of exhaustion of funding as solely determined by OPB, whichever is earlier. The Grantee will be responsible for submitting the required documentation for reimbursement as specified by OPB through GeorgiaGrants (formerly known as GeorgiaCares).

Recipients of CSFRF Grant funds must adhere to any applicable federal and state statutes, rules, or regulations as applicable in the expenditure of these funds, and including but not limited to Executive Orders issued by the Governor; requirements, guidelines, and directives issued by OPB for GeorgiaGrants (formerly known as GeorgiaCares). The Grantee also certifies that it is subject to the requirements of Ga. Comp. R. & Regs. r. 111-8-56-.01 *et seq.* governing Grantees. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

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

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants (formerly known as GeorgiaCares) in support of claims for payments of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined by the United States Department of the Treasury, except that records pertaining to this Grant Agreement must be retained for the period indicated in Section 5.4 of this Agreement.

## 2.6 Amendments and Changes to the Grant Agreement

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

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party,

their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants (formerly known as GeorgiaCares). Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

## 2.7 Public Information and Meetings

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

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

## 2.8 Remedies for Non-Compliance

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

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
3. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous



reimbursements were made for allowable costs;

4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
8. Taking other remedies or appropriate actions.

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

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

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

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

## 2.9 False Statements by Grantee

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

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the

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

## 2.10 Conflict of Interest Safeguards

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

## 2.11 Fraud, Waste and Abuse

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

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

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



violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

## 2.12 Termination of the Agreement

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

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

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

## 2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT, ANY PURCHASE ORDERS, INVOICES, OR OTHER PROOF OF INCURRED EXPENSES ISSUED UNDER OR SUBMITTED FOR REIMBURSEMENT PURSUANT TO THIS GRANT AGREEMENT, AND ANY MATTERS CONCERNING THE ADMINISTRATION, SUFFICIENCY, OR ACCURACY OF COVID-19 TESTING SERVICES, SUPPLIES OR RESULTS THEREFROM. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN

STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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

#### 2.14 Dispute Resolution

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

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

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

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

#### 2.15 Liability for Taxes

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

## 2.16 Required Assurances

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

## 2.17 System for Award Management (SAM) Requirements

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

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

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

## 2.18 No Obligation by Federal Government

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

## 2.19 Notice

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

If to Grantee:

NAME

ADDRESS

EMAIL

PHONE

If to OPB: Governor's Office of Planning and Budget  
2 Capitol Square SW  
Atlanta, Georgia 30334  
[grants@opb.georgia.gov](mailto:grants@opb.georgia.gov)

## 2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

## 2.21 Severability

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

## 3. Warranties

### 3.1 E-Verify

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

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

### 3.2 Compliance with Federal Law, Regulations and Executive Orders

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

### 3.3 Clean Air Act

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

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.4 Federal Water Pollution Control Act

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

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

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

### 3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and

policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

### 3.6 Procurement of Recovered Materials

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

### 3.7 Copyright, Patents, and Intellectual Property Rights

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

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

### 3.8 Federal Debt Status

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

### 3.9 Terminated Contracts

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

### 3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the payment of grant funds in GeorgiaGrants (formerly known as GeorgiaCares). Financial documentation to support each request for payment shall be submitted in GeorgiaGrants (formerly known as GeorgiaCares) no later than December 31, 2021.



### 3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85. § 85.605 and 85.610.

## 4. Property and Procurement Requirements

### 4.1 [Reserved]

## 5. Audit and Records Requirements

### 5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

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

### 5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room 1-156, Atlanta, Georgia 30334-8400.

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

### 5.3 Requirement to Address Audit Findings

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

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

### 5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to payroll or other related and authorized expenses made with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

## 6. Prohibited and Regulated Activities and Expenditures

### 6.1 Prohibited Costs

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



1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 5.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
4. Reimbursement to donors for donated items or services.
5. Severance pay.
6. Legal settlements.

The above is in addition to the non-reimbursable expenses set forth elsewhere in this Agreement.

## 6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Grant recipients are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of

any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

## **7. Financial Requirements**

### **7.1 Payments and Required Documentation**

Funding for this Grant Agreement is appropriated under the ARPA, as amended, to support COVID-19 response efforts, support economic stabilization for households and businesses, and address systemic public health and economic challenges in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.5.

The Grantee will be authorized to submit requests for payment during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants (formerly known as GeorgiaCares) pursuant to the funding announcement. All documentation of eligible employees must be submitted in GeorgiaGrants (formerly known as GeorgiaCares) prior to disbursement of funds.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

### **7.2 Reporting**

The Grantee must provide adequate support for eligible public safety officials and first responders to receive payment using grant funds in GeorgiaGrants (formerly known as GeorgiaCares). The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support payments must be submitted in GeorgiaGrants (formerly known as GeorgiaCares) by no later than December 31, 2021 reflecting payroll for active volunteer firefighter rosters or qualifying full-time public safety officials and first responders employed by the Grantee between August 1 and August 31 of 2021.

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

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

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

### 7.3 Payments

The State will provide payment to the Grantee for the expenditure of actual payroll costs to be incurred by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining eligible expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. The Grantee will pay qualified public safety officials and first responders and no claims for payments from any such qualifying employee or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Payments will be made directly to the Grantee only.

### 7.4 Refunds and Deductions

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

### 7.5 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

### 7.6 Liquidation Period

Unless the Grant Agreement is terminated prior to December 31, 2021, the grant liquidation period extends until March 30, 2021. Any funds not distributed to qualifying employees at that time by the Grantee must be returned to the Office of Planning and Budget.

## 7.7 Project Close Out

The State will close-out the grant award following the performance period.

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

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any amounts paid to the Grantee for individuals who already received a pay supplement due to their work in a qualifying position with a different employer.

## 8. Allocated Amount

The Grantee will receive an award amount equivalent to \$1,000 per full-time qualified public safety official and first responder who was an active employee on the Grantee's payroll at any point during the period between August 1 and August 31 of 2021, \$300 per active volunteer firefighter during the same period as reported to the Georgia Firefighter Standards and Training Council, and associated federal payroll taxes as applicable for the Grantee.

## 9. Authorized User

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

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

Name:  
Title:  
Email:  
Phone :

### 2. Authorized User Two (Optional)

Name:  
Title:  
Email:  
Phone :

**[EXHIBITS AND SIGNATURE PAGES FOLLOW]**

**EXHIBIT A**  
**Grantee Assurances**

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

1. Has the legal authority to request grant payments for reimbursable expenses from the State of Georgia for federal funds appropriated pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021), and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants (formerly known as GeorgiaCares) in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.

6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area



that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with

the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations, and policies governing this program.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

(Printed Name: Authorized Representative of Grantee)

Signature:

Title:

Date:



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

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

**1. LOBBYING**

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

- A. The Grantee certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification: and
  - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default: and
- B. Where the Grantee is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

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

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

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
  - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the Statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

- (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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

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

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

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

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

(Printed Name: Authorized Representative of Grantee)

Signature:

Title:

Date:

**EXHIBIT C**  
**ARPA Coronavirus State Fiscal Recovery Fund Eligibility Certification**

I, **Randall Walker**  
am the **Mayor**  
of **Perry**  
certify that:

(Print Name),  
(Title)  
("Grantee") and I

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for payment of pay supplements for qualified public safety officials and first responders from the State for federal funds appropriated pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021).
2. I understand that the State will rely on this certification as a material representation in making payments to the Grantee.
3. I acknowledge that pursuant to Section 5.4 of this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of payments it has received is in accordance with Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021).
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for payment from the State by federal appropriation under Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (03/11/2021) will be used only to cover payments

Include all supporting documentation that clearly sets forth expenditures being claimed for reimbursement. Reimbursement will only be paid to the Grantee/Grantee. All documentation is incorporated into the Grant Agreement by reference.

to qualifying public safety officials and first responders and associated payroll taxes for individuals employed full-time by the Grantee during the period between August 1 and August 31 of 2021 or serving as an active volunteer firefighter during the same period.

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

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

(Printed Name: Authorized Representative of Grantee)

Signature:

Title:

Date:

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

Exhibit A – Grantee Assurances

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

Exhibit C – ARPA Coronavirus State Fiscal Recovery Fund Eligibility Certification

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

By:  
(Printed Name: Authorized Representative of Grantee)

Signature:

Title:

Date:

By:  
(Printed Name: Authorized Representative of Grantee) (Optional)

Signature:

Title:

Date:

SIGNATURE PAGE