



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • OCTOBER 25, 2021

Regular Meeting

Webex

6:00 PM

Online Meeting Via WEBEX, Kingsland, GA 31548

I. PUBLIC HEARING

1. Public Hearing for the Purpose of Considering the Application for a Temporary Alcohol License for Kingsland Tomorrow. -

Paul Chamberlin, acting agent for Kingsland Tomorrow, is applying for a temporary alcohol license for the sale of beer and wine for the 2021 Kingsland Catfish Festival, to be held on November 19 - 20, 2021 in downtown Kingsland. Beer and wine will only be sold on Saturday, November 20, 2021.

2. Public Hearing for the Purpose of Considering the Application for an Alcohol License for Gill Foodz, Inc. -

Yuvrajjit Gill, acting agent for Gill Foodz, Inc, is applying for an alcohol license for retail sales of packaged beer and wine. The business is located at 1409 Harrietts Bluff Road.

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

Charles Grayson Day Jr.
James W Galloway
Farran Fullilove
Kristy Chance
Alex Blount

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

IV. INVOCATION AND PLEDGE TO THE FLAG

V. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. NEW BUSINESS

1. Approval Of: Application for a Temporary Alcohol Beverage License Sale from Kingsland Tomorrow -

Paul Chamberlin, acting agent for Kingsland Tomorrow, is applying for a temporary alcohol license for the sale of beer and wine for the 2021 Kingsland Catfish Festival, to be held on November 19 - 20, 2021 in downtown Kingsland. Beer and wine will only be sold on Saturday, November 20, 2021.

Chief of Police and Planning Department Staff recommend approval.

2. Approval Of: Application for Alcohol License for Gill Foodz, Inc. -

Yuvrajjit Gill, acting agent for Gill Foodz, Inc, is applying for an alcohol license for retail sales of packaged beer and wine. The business is located at 1409 Harrietts Bluff Road. *Chief of Police and Planning Department Staff recommend approval.*

3. Approval Of: State Fiscal Recovery Fund Terms and Conditions Agreement -

Approval of the Terms and Conditions agreement for the Public Safety Officials and First Responders Supplement Grant using funding from the American Rescue Plan Act. This program was established in recognition of the sacrifice and dedication public safety officers and first responders have shown in serving Georgians and their communities during the COVID-19 pandemic. The grant will provide a \$1,000 pay supplement for all eligible sworn law enforcement officials and first responders and a \$300 supplement for all active volunteer firefighters in Georgia serving during August of 2021. *Staff recommends approval.*

4. Approval Of: Professional Services Agreement for ARPA-State Fiscal Recovery Fund Application -

Proposal from Roberts Civil Engineering (RCE) for engineering services associated with administering the ARPA-State Fiscal Recovery Fund Grant Application and I-95 Force Main Installation Project for the City of Kingsland, Georgia. The total cost (the sum of all the items listed including TBD items) is the amount that will be received by the City of Kingsland if the funds are granted. *Staff recommends approval.*

5. Approval Of: Resolution 2021-14 of Support for Trail Head Grant -

A Resolution authorizing an application for grant funding under the Georgia Recreational Trails Program to construct a trailhead at the Sanctuary at Kings Reserve. The \$200,00.00 grant will be match at 20% by in-kind services. *Staff recommends approval.*

6. Approval Of: Revocable License Agreement with the Humane Society of Camden County -

An agreement to grant the Humane Society employees and invitees to traverse the City Property for the purposes of ingress and egress to and from the Humane Society Property while the construction and infrastructure work on Grove Boulevard is being performed. *Staff recommends approval.*

7. Approval Of: Low Income Household Water Assistance Program -

An Agreement with the Georgia Department of Human Services, Division of Family and Children Services to provide for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program ("LIHWAP"). *Staff recommends approval.*

IX. MAYOR AND COUNCIL ANNOUNCEMENT

1. Kingsland FireFighter - Mayor Day -

X. ADJOURNED

XI. AGENDA ITEMS



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/25/21 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3700

AGENDA ITEM (ID # 3700)

**Public Hearing for the Purpose of Considering the
Application for a Temporary Alcohol License for Kingsland
Tomorrow.**

Paul Chamberlin, acting agent for Kingsland Tomorrow, is applying for a temporary alcohol license for the sale of beer and wine for the 2021 Kingsland Catfish Festival, to be held on November 19 - 20, 2021 in downtown Kingsland. Beer and wine will only be sold on Saturday, November 20, 2021.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/25/21 06:00 PM
Department: Planning and Zoning
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Scott Kimball
Sponsors:
DOC ID: 3698

AGENDA ITEM (ID # 3698)

**Public Hearing for the Purpose of Considering the
Application for an Alcohol License for Gill Foodz, Inc.**

Yuvrajjit Gill, acting agent for Gill Foodz, Inc, is applying for an alcohol license for retail sales of packaged beer and wine. The business is located at 1409 Harrietts Bluff Road.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/25/21 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3701)

DOC ID: 3701

Approval Of: Application for a Temporary Alcohol Beverage License Sale from Kingsland Tomorrow

Paul Chamberlin, acting agent for Kingsland Tomorrow, is applying for a temporary alcohol license for the sale of beer and wine for the 2021 Kingsland Catfish Festival, to be held on November 19 - 20, 2021 in downtown Kingsland. Beer and wine will only be sold on Saturday, November 20, 2021.

Chief of Police and Planning Department Staff recommend approval.



The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
Kingsland, GA 31548
Ph: 912-729-5613
Fax: 912-729-7618

Planning and Community Development Staff Report

City Council Meeting Date: October 25, 2021

Agenda Item: Temporary Alcohol License for Kingsland Tomorrow/ Paul Chamberlin, acting agent.

Summary: The applicant has applied for a temporary alcohol license for Kingsland Tomorrow. The purpose of the temporary license will be for the sale of beer/wine by the drink at the 2021 Kingsland Catfish Festival.

Zoning: C-1 (Central Business District)

Staff Recommendation: Chief of Police and the Planning Department Staff recommends approval of the Alcohol License.

Scott L. Kimball

Planning & Zoning Director



CITY OF KINGSLAND
TEMPORARY PERMIT FOR SALE BY NONPROFIT CIVIC ORGANIZATIONS

Temporary/Special Event Alcohol Beverage Permit Application

☒ Non-Profit: 501(c) ☐ Non-Profit: 501(d) ☐ Non-Profit: 501(e) ☐
 ☒ Beer ☒ Wine ☐ Distilled Spirits

Organization Name: KINGSLAND TOMORROW
 Location of Event: KINGSLAND CATFISH FESTIVAL NEAR AMERIS PARKING LOT, INTERSECTION HWY 17/WILLIAM
 Set-Up Date(s) of Event: FRIDAY, NOVEMBER 19, 2021 Ending Date(s) SAT, NOVEMBER 20, 2020
 Event Start-time: SAT, 11/20/21 @ 10 AM Event End-time: SAT, 11/20/2021 @ 7PM
 Applicant's Name: KINGSLAND TOMORROW
 Mailing Address: P.O. BOX 250, KINGSLAND GA 31548
 Physical Address: 107 S. LEE STREET, KINGSLAND GA 31548
 Federal Tax ID #: 20-3489351
 Contact's Person Name: PAUL CHAMBERLIN
 Applicant's Phone #: 912-729-2848 Contact's Phone #: 912-674-8470
 Alcohol Provided By: SAVANNAH DISTRIBUTING CO

How will alcohol be dispensed? ☒ For Sale/Sold ☐ Give-away Will There Be Entertainment at the Event? ☒ Yes ☐ No
 Business catering food: THERE WILL BE FOOD VENDORS Estimated # of Attendees: 10,000+
 Will the Event be Open to the Public? ☒ Yes ☐ No Will There Be Security at The Event? ☒ Yes ☐ No
 Copy of 501 designation attached? ☒ Yes ☐ No ☐ Not Applicable

Please sign and date this application acknowledging your responsibilities as the license holder to ensure all state and local laws governing the dispensing of alcohol, including the prohibition against serving to minors, are strictly enforced. By signing below, you agree that you have read, understand & acknowledge your responsibilities as outlined in City of Kingsland Ord. No. 2012-06, 8-27-2012 / Sec. 3-19.1. - Issuance Of Temporary Permit For Sale By Nonprofit Civic Organizations.

PAUL E CHAMBERLIN JR [Signature] 09/23/2021
 Print Name Signature Date

Office Use	
Permitting Office:	Approved ☒ Disapproved ☐
Police Department:	Approved ☒ Disapproved ☐
City Manager Office:	Approved ☒ Disapproved ☐
Comments:	

Authorized Signature
[Signature]
[Signature]



City of Kingsland

Post Office Box 250, Kingsland, Georgia 31548
☎ (912) 729-5613 📠 (912) 729-7618

To: Kingsland Tomorrow, TIN # 20-3489351

From: Lee Spell, City Manager

Date: September 09, 2021

Subj: Event Permission: Kingsland Catfish Festival Booth

By this letter the Kingsland Tomorrow, TIN #20-3489351, a verified IRS designated 501©3 non-profit organization is authorized to have a fundraising booth at the Kingsland Catfish Festival on Saturday, November 20, 2021 from 10AM – 7PM located at the corner of US Hwy 17 and W. William Avenue, Kingsland GA. The organization must meet all local and state permitting requirements and all local ordinances must be followed.

Attachment: DDA Temp (3701 : Approval Of: Application for a Temporary Alcohol Beverage License Sale for Kingsland Tomorrow)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/25/21 06:00 PM
Department: City Clerk
Category: License
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3699)

DOC ID: 3699

Approval Of: Application for Alcohol License for Gill Foodz, Inc.

Yuvrajjit Gill, acting agent for Gill Foodz, Inc, is applying for an alcohol license for retail sales of packaged beer and wine. The business is located at 1409 Harrietts Bluff Road. *Chief of Police and Planning Department Staff recommend approval.*



The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
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Fax: 912-729-7618

Planning and Community Development Staff Report

City Council Meeting Date: October 25, 2021

Agenda Item: Alcohol License for Gill Foodz, Inc. / Yuvrajjit Gill acting agent.

Summary: The applicant has applied for an alcohol license for Gill Foodz, Inc. The business is located at 1409 Harriet's Bluff Rd. The purpose of the alcohol license will be for retail sales of packaged beer/wine

Zoning: C-4 (Interchange Commercial)

Staff Recommendation: Chief of Police and the Planning Department Staff recommends approval of the Alcohol License.

Scott L. Kimball

Planning & Zoning Director

Attachment: 20211019 (3699 : Approval Of: Application for Alcohol License for Gill Foodz, Inc.)

The undersigned hereby stipulates and states that all statements given in this application are true and correct and made for the purpose of inducing aforesaid City to issue or renew said alcoholic beverage license(s). Applicant further states this document is sworn to and subscribed hereto with the full knowledge that any statement herein, given falsely shall constitute perjury and may result in the revocation of the license granted or the refusal to grant such license. The applicant agrees to comply and abide by the City's Alcoholic Beverage Ordinance.

Applicant further acknowledges that application must be fully completed at the time of filing and that applications may not be supplemented, amended, or revised after filing with the Clerk, except to correct misspelling or names.

APPLICANT HEREBY AGREES AND CONSENTS PURSUANT TO PUBLIC LAW 93-579 OF THE PRIVACY ACT OF 1974, THE DISCLOSURE OF INFORMATION OBTAINED IN THIS APPLICATION MAY BE SUBMITTED TO ANY AGENCY OF THE CITY, COUNTY, STATE, AND FEDERAL GOVERNMENT FOR THE PURPOSES OF OBTAINING THE NECESSARY INFORMATION TO PROCESS THE APPLICATION.

INITIAL

Yb I have read, understand, and will comply with all rules and regulations set forth in Ordinance No. 2003-23. (Available for viewing at City Hall, Kingsland Community Planning & Development Building, or online at www.kingslandgeorgia.com)

Sworn to and subscribed to this 20th day of September, 2021

YUVRATJIT - S. GILL
661 N. Wilderness Trl
Ponte Vedra Beach, FL 32082

APPLICANT (s)

Scott L. Kimball
 WITNESS

NOTARY PUBLIC
 (SEAL)



to be completed by City Officials

Recommendation of Planning Dir. ✓ Approve SK Disapprove SK Initials

Recommendation of Police Chief BA Approve BA Disapprove BA Initials

Recommendation of Building Insp. JS Approve JS Disapprove JS Initials

Date of Publication 10/7/21 & 10/14/21

Dates of Reading by Council 10/25/21

Council Voted to: ✓ Approve ✓ Disapprove ✓ Initials

Date License Issued (subject to Council Approval): 10/26/21

Notice of the public hearing on the application for the license shall be published once a week for two weeks in the official newspaper of the city wherein legal advertisement are published. After the application is complete and all information is received by the license officer, a public hearing will be scheduled on the application by the council. In addition, if the proposed location does not have an existing license, a sign shall be posted by the license officer on premises at least 15 days prior to the public hearing.

CITY OF KINGSLAND, GEORGIA
SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) FORM
O.C.G.A. § 50-36-1(E)(2) AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a(n) Occupational Tax Certificate, as referenced in O.C.G.A. § 50-36-1, from the City of Kingsland, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) X I am a United States citizen.

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

2) I am a legal permanent resident of the United States. **

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. **

Please see link for acceptable forms of identification: <http://law.ga.gov/immigration-reports>

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

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

The secure and verifiable document provided with this affidavit can best be classified as:

_____ (please attach copy of document)

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

Executed in Kingsland (City), Ga. (State).

[Signature]
Signature of Applicant

9/20/21
Date

YVETTE J. S. GILL
Printed Name of Applicant

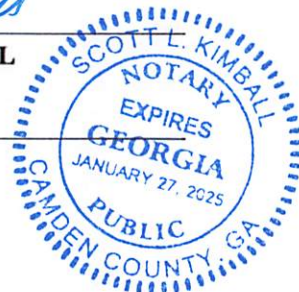
Business License Acct. No. 5449

Sales Tax ID No.
(If Applicable) _____

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 20 DAY OF Sept, 2021.

[Signature]
NOTARY PUBLIC/SEAL

My Commission Expires:



E-VERIFY FORM
CITY OF KINGSLAND AFFIDAVIT
O.C.G.A. § 36-60-6(d) E-VERIFY PRIVATE EMPLOYER AFFIDAVIT OF COMPLIANCE

By executing this affidavit under oath, as an applicant for a(n) Alcohol License / OTC.
 [Occupational Tax Certificate, Alcohol License or other document required to operate a business] as referenced in
 O.C.G.A. § 36-60-6(d), from the City of Kingsland, Georgia, the undersigned applicant representing the private employer
 known as Gill Foodz, Inc. [printed name of private employer] verifies one of
 the following with respect to my application for the above mentioned document:

- 1)
- a) _____ On January 1st of the below signed year the individual, firm, or corporation employed more than ten (10) employees.
 - b) ☒ On January 1st of the below signed year the individual, firm, or corporation employed less than ten (10) employees. (Exempt from E-Verify Program)

If the employer selected 1(a) please fill out Section 2 below.

2) _____ The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as listed below:

_____ Federal Work Authorization User Identification Number

_____ BUSINESS ACCOUNT NO.

_____ Date of Authorization

5449
309-734140
 SALES TAX ID NO. (Only if Applicable)

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

Executed in Kingsland (City), Ga. (State).

 Signature of Applicant

9/20/21
 Date

Yvonne Gill
 Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON
 THIS THE 20 DAY OF Sept., 2021.

Scott L. Kimball
 NOTARY PUBLIC/SEAL

My Commission Expires: _____





COGENT  SYSTEMS
Georgia Applicant Processing Services

Acknowledgement

I authorize Cogent Systems, Inc. to conduct a fingerprint based criminal history record check of me.

I understand that Cogent Systems, Inc. will send my fingerprints to the Georgia Crime Information Center for a search of criminal history information in its files and to the Federal Bureau of Investigation for a search of its files when a federal record check is so authorized.

I understand that the electronic results of this fingerprint check will be received by Cogent Systems, Inc. and forwarded to the agency responsible for determining my suitability for the position for which I have applied.

I further understand that Cogent Systems, Inc. will not maintain a copy of my record and that Cogent Systems, Inc. meets all confidentiality and security requirements for handling and dissemination of state and federal criminal history record information.

By: _____



Date: 9/20/21



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3702)

Meeting: 10/25/21 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3702

8.3

Approval Of: State Fiscal Recovery Fund Terms and Conditions Agreement

Approval of the Terms and Conditions agreement for the Public Safety Officials and First Responders Supplement Grant using funding from the American Rescue Plan Act. This program was established in recognition of the sacrifice and dedication public safety officers and first responders have shown in serving Georgians and their communities during the COVID-19 pandemic. The grant will provide a \$1,000 pay supplement for all eligible sworn law enforcement officials and first responders and a \$300 supplement for all active volunteer firefighters in Georgia serving during August of 2021. *Staff recommends approval.*

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 General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for 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

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

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

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/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

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

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

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, C. Grayson Day, Jr.
 am the Mayor
 of City of Kingsland
 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



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3696)

Meeting: 10/25/21 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3696

8.4

Approval Of: Professional Services Agreement for ARPA-State Fiscal Recovery Fund Application

Proposal from Roberts Civil Engineering (RCE) for engineering services associated with administering the ARPA-State Fiscal Recovery Fund Grant Application and I-95 Force Main Installation Project for the City of Kingsland, Georgia. The total cost (the sum of all the items listed including TBD items) is the amount that will be received by the City of Kingsland if the funds are granted. *Staff recommends approval.*



301 Sea Island Road Suite 10, St. Simons Island, GA 31522
912-638-9681 Office 912-289-0339 Fax

Civil Engineering Proposal Force Main Installation Project City of Kingsland, Georgia Attachment A – Scope of Work

Roberts Civil Engineering (RCE) is pleased to present the following proposal for civil engineering services associated with applying for the American Rescue Plan Act (ARPA)- State Fiscal Recovery Fund grant to administer the Force Main Installation Project for the City of Kingsland, Georgia. The following summarizes the scope of services that RCE proposes to perform.

1. ARPA Application Preparation –

- a. Coordination with Local Authority on project desired
- b. Aid in completing funding application
- c. Cost estimate for desired projects
- d. Follow up with Georgia Department of Labor (GDOL) to ensure application in process

Item 1: No charge

2. Boundary and Topo Survey – The topographic survey will include the following:

- a. Boundary Survey
- b. Spot elevations
- c. Contours
- d. Visible above ground utilities
- e. Existing right of way

Item 2: Lump Sum \$TBD

3. Preliminary Wetland Assessment – A wetland assessment will be performed to include the items shown below. Note that this does not include a wetland delineation, wetland flagging, jurisdictional determination, or agency coordination which could be necessary for additional fees depending on the findings of the preliminary assessment.

- a. Aerial map review
- b. Soil map review
- c. NWI map review
- d. Site visit
- e. Letter documenting findings
- f. Wetland determination sketch

Item 3: Lump Sum \$TBD

4. Civil Engineering Construction Plans – A set of detailed site construction plans will include the following:

- a. Staking Plan- The geometric design of the roads will be shown as well as other key features.

- b. Grading and Drainage Plan- The location of all drainage facilities and flow paths including spot elevations will be shown on this plan to indicate the drainage patterns within the project limits.
- c. Erosion, Sediment, and Pollution Control Plan- Best management practices are shown on this plan to prevent erosion and minimize the discharge of site sediment during construction.
- d. General Details- Detailed drawings for utilities, storm piping, erosion control components, and miscellaneous other details are used to give further construction information to the contractor.

Item 4: Lump Sum \$33,600

5. Land Disturbance Activity Plans (LDA Plans)

- a. Land Disturbance Activity Plans will be submitted to the Authority Having Jurisdiction.
- b. The Notice of Intent NOI will be submitted to the Georgia Environmental Protection Division (EPD).
- c. The fee forms will be coordinated with the EPD office in Atlanta.

Item 5: Lump Sum \$TBD

6. Project Management – The following will be provided for project management services:

- a. Project Manual
- b. Bidding
- c. Bid Tabulations
- d. Field visits during construction
- e. Coordination with contractor regarding RFI's
- f. Pay request reviews

Item 6: 8% of Construction Costs

7. Hourly Services – Tasks not specifically stated in the Scope of Work are available at the hourly rates below. These tasks could include but are not limited to revisions, permitting, meetings, and calls.

Hourly Rate Schedule

Professional Engineer	\$195
Project Manager	\$175
Project Engineer	\$135
Field Engineer/ Draftsman/ Project Coordinator	\$115
Administration	\$ 65

Notes:

- 1. Permit and tap fees are the responsibility of the Client.
- 2. Surveys, Record/as-built drawings, wetland delineation, and wetland permitting (if required) are the responsibility of the Client.
- 3. Hourly Rates are subject to change.

CONTRACT AGREEMENT

This Contract Agreement is entered into this 21st day of October 2021 by and between the **City of Kingsland, Georgia** (hereinafter “Client”) and **Roberts Civil Engineering, LLC** (hereinafter “Engineer”) (collectively the “Parties”)

1. **Parties Information:**

CLIENT:	City of Kingsland, Georgia
Client Address:	PO Box 250
	Kingsland, Georgia 31548
Client Phone:	912-729-5613
Client Email:	lspell@kingslandgeorgia.com
 ENGINEER:	 Roberts Civil Engineering, LLC
Engineer Address:	301 Sea Island Rd., Suite 10
	St. Simons Island, GA 31522
Engineer Phone:	(912) 638-9681
Engineer Email:	jnajar@robertscivilengineering.com

2. **Purpose:** Client desires to retain Engineer, as an independent contractor, to provide certain services as specified herein to Client and Engineer desires to provide such services to Client in accordance with the terms and conditions set forth herein.
3. **Scope of Work:** Engineer’s Scope of Work under this Contract Agreement shown in Attachment A (hereinafter “Scope of Work”). The Parties agree that any work performed by Engineer beyond the Scope of Work defined herein shall be performed at Client’s expense based on the Engineer’s standard hourly fees (a copy of which is available upon written request).
4. **Contract Price:** Engineer agrees to perform the Scope of Work as shown in Attachment A (hereinafter “Contract Price”), subject to additions and deductions by Change Orders.
5. **Terms of Payment:** Client shall make payments in draws to Engineer on a monthly basis based on the percentage complete of the Scope of Work plus hourly fees for additional work and reimbursable expenses. Payment is due upon receipt of the invoice.
6. **Contract Time:** Engineer agrees to obtain Substantial Completion and Final Completion in accordance with the schedules established by the Parties via an executed Change Order.
7. **Insurance:** Engineer shall maintain valid: (1) general liability insurance in the aggregate amount of \$1,000,000; (2) worker’s compensation insurance in the amounts prescribed by law; and (3) errors and omissions insurance in the amount of \$1,000,000 or the duration of this Project with extended coverage for a period of 1 year following completion of the Project.
8. **Limitation of Liability:** Client agrees that Engineer and its agents and employees shall not be held responsible for any loss or damage sustained by Client, or additional costs incurred by Client, resulting from a delay caused by Client or its other Subcontractors, their agents or employees, or supplier, or by abnormal weather conditions, or by any other cause. The maximum liability that the Engineer shall incur shall be the lesser of the design fee or the insurance amount.

9. **Indemnity:** To the extent permitted by Georgia Law, Client agrees to defend, indemnify and save harmless Engineer from and against any claim, cost, attorneys' fees incurred (including attorneys' fees incurred on any appeal), expense, liability, or damages attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with, in whole or in part, the performance of the Scope of Work by Client, its other Subcontractors and suppliers, or their agents, servants, or employees. Client shall not, however, be required to indemnify Engineer from or against claims solely arising out of Engineer's own negligence.
10. **Statute of Limitations:** Client agrees to file any and all claims against Engineer within one (1) year of the last date on which Engineer supplied or provided design for the project.
11. **Termination:** Either party may terminate this agreement after (15) calendar days of written notice. Engineer shall be paid for the amount of work completed through the notice of termination.
12. **Independent Contractor:** It is the intention of the Parties that the Engineer occupies the status of an independent contractor, as that term is generally understood in the construction industry. It is the intention of the Parties that: (i) the Engineer shall specifically not occupy the status of an agent, servant, or employee of the Client; and (ii) the relationship between the Engineer and the Client shall specifically not be that of a partnership, joint venture, or other similar association.
13. **Entire Agreement:** This Contract Agreement and the Attachments hereto constitute the sole and entire agreement between the Parties hereto with respect to the subject matter hereof and no modification of this Contract Agreement and Exhibits shall be binding unless signed by all Parties. No representation, promise, or inducement not included in this Contract Agreement or Exhibits shall be binding upon any party hereto.
14. **Counterparts:** This Contract Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed as of the day and year first above written.

ENGINEER:

By: Johnathan Roberts
 For: Roberts Civil Engineering, LLC
 Its: Professional Engineer



CLIENT:

By: _____
 For: _____
 Its: _____



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3703)

Meeting: 10/25/21 06:00 PM
Department: City Manager
Category: Resolution
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3703

8.5

Approval Of: Resolution 2021-14 of Support for Trail Head Grant

A Resolution authorizing an application for grant funding under the Georgia Recreational Trails Program to construct a trailhead at the Sanctuary at Kings Reserve. The \$200,00.00 grant will be match at 20% by in-kind services. *Staff recommends approval.*

RESOLUTION 2021-14

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF KINGSLAND APPROVING AND AUTHORIZING AN APPLICATION FOR GRANT UNDER THE GEORGIA RECREATIONAL TRAILS PROGRAM TO CONSTRUCT A TRAILHEAD (PHASE 1) OF THE SANCTUARY AT KINGS RESERVE

WHEREAS, the Georgia Department of Natural Resources has notified the City of Kingsland and other governments that federal funds, managed by said state agency, are available to local governmental units under the Georgia Recreational Trails Program for the purpose of supporting recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses and expanding the supply of said trails in the state; and

WHEREAS, the purpose of said grant shall be to construct a trailhead to include a restroom facility, parking area, educational signage, benches, and trash receptacles to create a new recreational activity; and

WHEREAS, the City of Kingsland is committed to working with the Georgia Department of Natural Resources to implement the Project in accordance with federal and state guidelines as defined by Recreation Trails Program staff of the Georgia Department of Natural Resources in such a manner as to assure that the Project is developed, operated and maintained as a community asset designed to benefit current and future residents of the City of Kingsland; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of Kingsland acting in his official capacity and on behalf of the Kingsland City Council is hereby authorized to file an application with the Georgia Department of Natural Resources to receive said Recreation Trails Program Grant funds in order to perform those activities specified within this resolution; and

BE IT FURTHER RESOLVED, that the City of Kingsland will provide the required 20% match in in-kind services; and

BE IT FURTHER RESOLVED, that the City of Kingsland has partnered with Camden County PSA to provide maintenance of trailhead and other amenities developed through the Grant resources herein specified as a part of its permanent parks and recreation inventory; and

BE IT FURTHER RESOLVED, that the Mayor of Kingsland is hereby authorized to execute any and all documents as may be required to accompany said application and to provide the Georgia Department of Natural Resources any and all Support Documentation which is considered to be part of said application process.

IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KINGSLAND, this ____ day of _____, 2021.

BY: _____

Dr. C. Grayson Day, Jr., Mayor

ATTEST: _____

Jean O. Seigler, City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/25/21 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 3697)

DOC ID: 3697

Approval Of: Revocable License Agreement with the Humane Society of Camden County

An agreement to grant the Humane Society employees and invitees to traverse the City Property for the purposes of ingress and egress to and from the Humane Society Property while the construction and infrastructure work on Grove Boulevard is being performed. *Staff recommends approval.*

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement ("License Agreement"), is made and entered into on the ____ day of October, 2021, by and between the City of Kingsland ("City"), a municipal corporation of the State of Georgia, and Humane Society of Camden Co., Inc. ("Humane Society"), a domestic nonprofit corporation existing under the laws of the state of Georgia.

Whereas, Humane Society owns certain real property (referred to hereinafter as the "Humane Society Property") located at 950 South Grove Boulevard, which property is located within the municipal boundaries of City;

Whereas, the Humane Society Property is also identified as Parcel ID 095 033B;

Whereas, City owns certain real property (referred to hereinafter as the "City Property") that is immediately adjacent to the Humane Society Property;

Whereas, the City Property is also identified as Parcel ID 095 032;

Whereas, City wishes to perform certain public construction and infrastructure work on and/or adjacent to the Humane Society Property;

Whereas, the completion of the public construction and infrastructure work will be of benefit to the general public and will also specifically benefit the Humane Society Property; and

Whereas, City wishes to eliminate or minimize any potential impact that the public construction and infrastructure work may have on Humane Society's ability to use and enjoy the Humane Society Property;

Now therefore, in consideration of the mutual benefits to the parties, the City and Humane Society do hereby agree as follows:

1. The City hereby grants to Humane Society a personal license allowing Humane Society employees to traverse the City Property for the purposes of ingress and egress to and from the Humane Society Property while the construction and infrastructure work referred to above is being performed.
2. The City additionally hereby grants to Humane Society a personal license for Humane Society employees to park vehicles on the City Property while the construction and infrastructure work referred to above is being performed. It is the intent of the parties that Humane Society employees shall be allowed to park vehicles on the City

Property to the extent necessary to allow the Humane Society to continue its normal business and operations while the work is being performed.

3. The consideration to be paid by Humane Society to the City for the privileges granted by this License Agreement shall be one dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged by the City.

4. This License Agreement does not grant any right to Humane Society to construct any improvements or make any alterations to the City Property. If Humane Society constructs any improvements, causes any damage, or makes any alterations to the City Property, then this License Agreement and all rights granted hereunder shall terminate.

5. Humane Society hereby agrees that it shall not use (nor allow any of its invitees to use) the City Property in any manner that would interfere with City's use of the City Property or which would interfere with the public streets or other adjacent properties.

6. Humane Society shall be responsible for all damage or injuries arising out of its use of the City Property pursuant to this License Agreement. However, nothing contained herein is intended to or shall be construed to make the Humane Society responsible for damages or injuries caused by employees or agents of the City.

7. The rights granted to Humane Society pursuant to this License Agreement may not be conveyed, assigned, or otherwise transferred.

8. City shall have the right to terminate this License Agreement at any time and for any reason.

9. Humane Society understands, acknowledges, and agrees that this License Agreement does not create or convey any interest or estate in real property. The City retains legal possession of the full boundaries of its property, and this License Agreement merely grants to Humane Society a personal privilege to use the City Property for the limited purposes set forth herein.

10. To the fullest extent permitted by law, Humane Society agrees to indemnify, defend, and save the City, its officers, agents, servants, employees, boards, and commissions harmless from and against any loss, liability, claim, suit, judgment, costs, attorneys' fees, damage, or other relief, including but not limited to workers' compensation claims, in any way resulting from or arising out of the use of the City Property by Humane Society employees pursuant to this License Agreement. However, nothing contained herein is intended to or shall be construed to impose a duty of indemnification on the Humane Society for the actions of employees or agents of the City. This duty of indemnification is limited to losses caused by Humane Society employees. In the event of any action against the City, its officers, agents, servants,

employees, boards, or commissions covered by this duty to indemnify, defend, and hold harmless, such action shall be defended by legal counsel of the City's choosing at Humane Society's expense.

11. This License Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties hereto.

12. This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This License Agreement may be changed, modified, or amended only by a duly authorized written instrument executed by both parties hereto.

14. This License Agreement contains the entire agreement between and among the parties. This License Agreement supersedes any prior agreements between the parties concerning the subject matter hereof.

By the City of Kingsland, Georgia:

Dr. C. Grayson Day, Mayor

Attested:

City Clerk

By Humane Society of Camden County, Inc.:

Signature: _____

Printed Name: _____

Title: _____



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/25/21 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3704

AGENDA ITEM (ID # 3704)

Approval Of: Low Income Household Water Assistance Program

An Agreement with the Georgia Department of Human Services, Division of Family and Children Services to provide for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program (“LIHWAP”). *Staff recommends approval.*



**AGREEMENT
BETWEEN
THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY
AND CHILDREN SERVICES
AND**

[Name of Home Water Supplier]

**FOR
THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)**

This Agreement ("Agreement") is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services ("DHS-DFCS") and [REDACTED] ("Home Water Supplier"), each individually a "Party" and collectively referred to as the "Parties" and shall be effective upon the date of last signature by the authorized representatives of the Parties ("Effective Date").

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the "State") through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

WHEREAS, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program ("LIHWAP"). The term "arrearage" includes any past due balance on an account.

WHEREAS, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

WHEREAS, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES' JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Water Supplier will provide LIHWAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2022 ("Initial Term"), unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

Initial Term: Effective Date – September 30, 2022

Renewal Option: October 1, 2022 – September 30, 2023

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.

5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. “Responsibilities of the Community Action Agency” are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days’ written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party’s obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

DHS-DFCS:

Project Leader

Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Manager
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator

Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier's contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

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Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Chris Hempfling, Deputy Division Director &
General Counsel, DFCS

Date

[Name of Home Water Supplier]

[Name of signatory], [Title]

Date

Attachment: FY22 LIHWAP Home Water Supplier Agreement 10.2021 (3704 : Approval Of: Low Income Household Water Assistance Program)

ATTACHMENT A



ADMINISTRATION FOR
CHILDREN & FAMILIES
330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. Project Period. The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. Liquidation Deadline. All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
 - a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
 - a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- c. the number and income levels of households assisted by this award;
 - d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
 - e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
 - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
 - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
 - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 - 2. supplemental security income payments under title XVI of the Social Security Act;
 - 3. food stamps under the Food Stamp Act of 1977;
 - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);
 - ii. households with incomes that do not exceed the greater of the following:
 - 1. an amount equal to 150 percent of the poverty level for such state; or
 - 2. an amount equal to 60 percent of the state median income;
 - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

or

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor's Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Tom C.
x Rawlings

Digitally signed by Tom C. Rawlings
DN: cn=Tom C. Rawlings, o=Georgia
Division of Family and Children
Services, ou=Director,
email=tom.rawlings@dhs.ga.gov, c=US
Date: 2021.04.27 11:00:54 -04'00'

Governor's Authorized Official

ATTACHMENT B

RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

Water Utility Information Form

ATTACHMENT C

Company Name:	Doing Business As (DBA), if applicable:
Home Water Supplier's Legal Name (as used on Federal Tax Return for Business):	Company Owner Name:
Type of Entity: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Government Entity ☐ Trust ☐ Estate Utility: ☐ Investor Owned ☐ Municipal ☐ Cooperative ☐ Limited Liability Company (LLC) Is the LLC incorporated? ☐ Yes ☐ No ☐ Single Member or ☐ Multiple Member	Taxpayer Identification (ID) Number: ☐ Social Security Number (SSN) ☐ Employer Identification Number (FEIN) ☐ Individual Taxpayer Identification Number (ITIN)
Program Primary Contact Name/Title:	Primary Contact Telephone Number:
Primary Contact Email Address:	Mailing Address for Payments:
Office Physical Address:	Office Fax Number:
Contact Name/Title Regarding Payments:	Telephone Number Regarding Payments:
Mailing Address for Payments:	Email Address Regarding Payments:
SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER	
☐ Water Fees ☐ Wastewater/Sewer Fees ☐ Other _____ ☐ Stormwater Fees ☐ Groundwater Fees	

Attachment: FY22 LIHWAP Home Water Supplier Agreement 10.2021 (3704 : Approval Of: Low Income Household Water Assistance Program)

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

_____ STATEWIDE (check if you serve the entire state)

_____ 001 Appling	_____ 041 Dade	_____ 081 Jefferson	_____ 121 Richmond
_____ 002 Atkinson	_____ 042 Dawson	_____ 082 Jenkins	_____ 122 Rockdale
_____ 003 Bacon	_____ 043 Decatur	_____ 083 Johnson	_____ 123 Schley
_____ 004 Baker	_____ 044 DeKalb	_____ 084 Jones	_____ 124 Screven
_____ 005 Baldwin	_____ 045 Dodge	_____ 085 Lamar	_____ 125 Seminole
_____ 006 Banks	_____ 046 Dooley	_____ 086 Lanier	_____ 126 Spalding
_____ 007 Barrow	_____ 047 Dougherty	_____ 087 Laurens	_____ 127 Stephens
_____ 008 Bartow	_____ 048 Douglas	_____ 088 Lee	_____ 128 Stewart
_____ 009 Ben Hill	_____ 049 Early	_____ 089 Liberty	_____ 129 Sumter
_____ 010 Berrien	_____ 050 Echols	_____ 090 Lincoln	_____ 130 Talbot
_____ 011 Bibb	_____ 051 Effingham	_____ 091 Long	_____ 131 Taliaferro
_____ 012 Bleckley	_____ 052 Elbert	_____ 092 Lowndes	_____ 132 Tattnall
_____ 013 Brantley	_____ 053 Emanuel	_____ 093 Lumpkin	_____ 133 Taylor
_____ 014 Brooks	_____ 054 Evans	_____ 094 Macon	_____ 134 Telfair
_____ 015 Bryan	_____ 055 Fannin	_____ 095 Madison	_____ 135 Terrell
_____ 016 Bulloch	_____ 056 Fayette	_____ 096 Marion	_____ 136 Thomas
_____ 017 Burke	_____ 057 Floyd	_____ 097 McDuffie	_____ 137 Tift
_____ 018 Butts	_____ 058 Forsyth	_____ 098 McIntosh	_____ 138 Toombs
_____ 019 Calhoun	_____ 059 Franklin	_____ 099 Meriwether	_____ 139 Towns
_____ 020 Camden	_____ 060 Fulton	_____ 100 Miller	_____ 140 Treutlen
_____ 021 Candler	_____ 061 Gilmer	_____ 101 Mitchell	_____ 141 Troup
_____ 022 Carroll	_____ 062 Glascock	_____ 102 Monroe	_____ 142 Turner
_____ 023 Catoosa	_____ 063 Glynn	_____ 103 Montgomery	_____ 143 Twiggs
_____ 024 Charlton	_____ 064 Gordon	_____ 104 Morgan	_____ 144 Union
_____ 025 Chatham	_____ 065 Grady	_____ 105 Murray	_____ 145 Upson
_____ 026 Chattahoochee	_____ 066 Greene	_____ 106 Muscogee	_____ 146 Walker
_____ 027 Chattooga	_____ 067 Gwinnett	_____ 107 Newton	_____ 147 Walton
_____ 028 Cherokee	_____ 068 Habersham	_____ 108 Oconee	_____ 148 Ware
_____ 029 Clarke	_____ 069 Hall	_____ 109 Oglethorpe	_____ 149 Warren
_____ 030 Clay	_____ 070 Hancock	_____ 110 Paulding	_____ 150 Washington
_____ 031 Clayton	_____ 071 Haralson	_____ 111 Peach	_____ 151 Wayne
_____ 032 Clinch	_____ 072 Harris	_____ 112 Pickens	_____ 152 Webster
_____ 033 Cobb	_____ 073 Hart	_____ 113 Pierce	_____ 153 Wheeler
_____ 034 Coffee	_____ 074 Heard	_____ 114 Pike	_____ 154 White
_____ 035 Colquitt	_____ 075 Henry	_____ 115 Polk	_____ 155 Whitfield
_____ 036 Columbia	_____ 076 Houston	_____ 116 Pulaski	_____ 156 Wilcox
_____ 037 Cook	_____ 077 Irwin	_____ 117 Putnam	_____ 157 Wilkes
_____ 038 Coweta	_____ 078 Jackson	_____ 118 Quitman	_____ 158 Wilkinson
_____ 039 Crawford	_____ 079 Jasper	_____ 119 Rabun	_____ 159 Worth
_____ 040 Crisp	_____ 080 Jeff Davis	_____ 120 Randolph	

Failure to identify all counties served may result in the denial of benefits for households.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/25/21 06:00 PM

Department: City Clerk

Category: Miscellaneous

Prepared By: Jean Seigler

Initiator: Jean Seigler

Sponsors:

AGENDA ITEM (ID # 3686)

DOC ID: 3686

Kingsland FireFighter - Mayor Day