



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, JANUARY 13, 2025, 8:30 A.M.
REGULAR SESSION, TUESDAY, JANUARY 14, 2025, 5:30 P.M.
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Minutes For Approval

- a. Work Session - December 9, 2024 & Regular Session - December 10, 2024
Recommended Action: Approve
Documents:

5. Appointment

- a. Valdosta Lowndes Development Authority
Recommended Action: Board's Pleasure
Documents:

6. Public Hearing

- a. Beer, Wine & Liquor License - Brian Walker of Beezy Bee, LLC, DBA Rum Runner, 3988 N. Valdosta Rd., Valdosta, GA
Recommended Action: Approve
Documents:

7. For Consideration

- a. Budget Calendar for FY 2026 Operating Budget
Recommended Action: Adopt
Documents:
- b. Beer and Wine License - Heather Louise Holmstrom of Speedway, LLC, DBA Speedway Store # 42348 (1883), 2165 Old Clyattville Rd., Valdosta, GA
Recommended Action: Approve
Documents:
- c. Approval of DA's Federal VOCA Grant Application Renewal
Recommended Action: Approve
Documents:
- d. Approval of the Solicitor General's FY25 VOCA Grant Award
Recommended Action: Option 1
Documents:

- e. Coleman Road NW Paving and Drainage Improvements, P.I.0016279 Supplemental Agreement No. 1
Recommended Action: Approve
Documents:
- f. Emergency Repair - Lowndes County Fire Station #5
Recommended Action: Approve
Documents:
- g. 2025 Georgia Department of Transportation Local Maintenance and Improvement Grant (LMIG) Application
Recommended Action: Approve
Documents:
- h. Lowndes County Local Bridge Replacement at Jumping Gully Road at Bevel Creek (0019937)
Recommended Action: Approve
Documents:
- i. Union Road Lift Station Pump Replacement
Recommended Action: Approve
Documents:
- j. GEFA Loan Modification
Recommended Action: Approve
Documents:
- k. GEFA Loan DWLSL2023097 for Lead Service Line Inventory
Recommended Action: Approve
Documents:
- l. Amendment #1 to Windstream Build Agreement
Recommended Action: Option 1
Documents:

8. Bid

- a. Bid for Six Compact SUV Vehicles for Multiple Departments
Recommended Action: Board's Pleasure
Documents:

9. Reports - County Manager

10. Citizens Wishing To Be Heard

11. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Valdosta Lowndes Development Authority

Work
Session/Regular
Session

DATE OF MEETING: January 14, 2025

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Appointing/Reappointing a Member

HISTORY, FACTS AND ISSUES: The term of Terri Lupo expired January 1, 2025. Ms. Lupo has expressed a desire to continue to serve. Mr. Robert Green and Mr. Brice Evans have also expressed an interest in serving.

OPTIONS: 1. Appoint/reappoint a member.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #180

Date Submitted: 1/6/2025

Date:

1/6/2025

Board/Agency Applying For:

Valdosta Lowndes Development Authority

Last Name

Lupo

First Name

Terri

Street Address

City/State/Zip

Valdosta, GA 31602

Phone Number

Email Address

Occupation

Retired

Professional Experience

Retired after 34 years with Georgia Power Company. The last 10 years as South Region Vice President headquartered in Valdosta.

Knowledge & Skills

Extensive knowledge of economic development after serving multiple terms on the Valdosta Lowndes Development Authority. Training and experience in economic development and industrial recruitment strategies in multiple communities as a manager with Georgia Power Company.

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

Valdosta Lowndes Chamber of Commerce, Past Board Chair
United Way of Valdosta
Valwood Board of Trustees, Past Chair
Valdosta State University Foundation Board, Past Chair
South Georgia Medical Center Foundation Board

Extra Activities & Community Organizations

Rotary Club of Valdosta

Please list any extracurricular activities and/or community organizations you are affiliated with.

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #166

Date Submitted: 4/23/2024

Date:

4/23/2024

Board/Agency Applying For:

Lowndes County Development Authority

Last Name

Green

First Name

Robert

Street Address

City/State/Zip

Lake Park

Phone Number

Email Address

Occupation

Appraiser III

Professional Experience

Knowledge & Skills

Use of all the methods of appraisal(cost, market, income) property at fair market value, duties also include, running ratio studies, study of market trends, building case folders to be presented before the Board of Equalization and creating a neighborhood package to be presented to the Board of Assessors. Which include typed out summaries detailing the changes and excel spreadsheets detailing changes in value.

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

Extra Activities & Community Organizations

Georgia Association of Assessing Officials

Please list any extracurricular activities and/or community organizations you are affiliated with.

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #162

Date Submitted: 1/8/2024

Date:

1/8/2024

Board/Agency Applying For:

Valdosta-Lowndes Development Authority

Last Name

Evans

First Name

Brice

Street Address

City/State/Zip

Lake park GA 31636

Phone Number

Email Address

Occupation

Controller

Professional Experience

Controller - Ice House America
Accounts Recievable Manager - Super-Sod
Staff Accountant - Williams CPA
Volunteer Firefighter - Lowndes County

Knowledge & Skills

While I have a technical accounting background, I currently oversee planning and permitting for the vending business at IHA. Currently we operate in 8 states and many different municipalities.

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

Extra Activities & Community Organizations

I currently spend much of my time Competing in Competition Barbecue.

Please list any extracurricular activities and/or community organizations you are affiliated with.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Beer, Wine & Liquor License - Brian Walker of Beezy Bee, LLC, DBA Rum Runner, 3988 N. Valdosta Rd., Valdosta, GA

DATE OF MEETING: January 14, 2025

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Beer, Wine & Liquor License - Brian Walker of Beezy Bee, LLC, DBA Rum Runner, 3988 N. Valdosta Rd., Valdosta, GA

HISTORY, FACTS AND ISSUES: Brian Walker of Beezy Bee, LLC, DBA Rum Runner, located at 3988 North Valdosta Road, is requesting a license for the sale of beer, wine and liquor for consumption on premises. This is due to a change in ownership. The ordinance and guidelines for approval of the license have been met and upon approval by the Board, the license shall be granted.

OPTIONS: 1. Approval of the Beer, Wine & Liquor License
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

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Alcoholic Beverage License Application
Lowndes County Board of Commissioners
Finance Department – Licensing Division

Before completing this application, you must verify that the proposed location of your establishment is located in unincorporated Lowndes County.

1. TYPE OF LICENSE(S) APPLIED FOR (check all that apply):

- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Sunday Sales)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Sunday Sales)
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.

2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

Beezy Bee, LLC

3. Applicant's Business or Trade Name (if different than official legal name):

RumRunner

4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

Brian Walker

6. Street Address of establishment for which license is sought:

3988 N Valdosta RD Valdosta, GA 31602

7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed]

This will be a bar that serves on premises Distilled spirits, wine and malt beverages.



9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: Cross Pointe Church 4100 N Valdosta Rd Valdosta, GA

School, college or other educational facility or grounds: Angel Learning Center
426 Murray Rd, Valdosta GA

10. Has the Applicant or the establishment to be licensed been denied or had ~~had~~ revoked an alcohol license by Lowndes County within the preceding twelve (12) months? [] YES [] NO
If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had ~~such~~ license suspended or revoked (either by Lowndes County or another jurisdiction)? [] YES [] NO
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

12. Type of Legal Entity applying for license:
- [] Individual
 - [] Joint Venture
 - [] Firm
 - [] Limited Liability Company (LLC)
 - [] Other: _____
 - [] Partnership
 - [] Corporation
 - [] Association

If the Applicant is a partnership, joint venture or firm, list the names and addresses of all owners of the partnership, joint venture or firm. [Attach additional pages if more space is needed]

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

If the Applicant is a corporation or association, list the names and addresses of its principal officers, directors and the three stockholders owning the largest amounts of stock. [Attach additional pages if more space is needed]

_____	_____
President	Address
_____	_____
Vice President	Address
_____	_____
Secretary	Address
_____	_____
Treasurer	Address
_____	_____
Director	Address
_____	_____
Stockholder	Address
_____	_____
Stockholder	Address
_____	_____
Stockholder	Address

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If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

Brian Walker
Member Name

260 Roberts RD Habersham, Ga 31632
Address

Member Name

Address

Member Name

Address

Manager Name

Address

Manager Name

Address

Officer Name

Address

Officer Name

Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

Name

Address

Name

Address

Name

Address

Name

Address



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13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [] YES [X] NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [] YES [X] NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A) [X] YES [] NO

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

no relationship

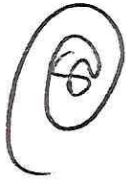
17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card? [X] YES [] NO

18. Is there attached a fully completed and executed affidavit verifying compliance by the Applicant with the federal work authorization program? (see attachment C or D) [X] YES [] NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

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CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the Owner of Beez Bee LLC is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1st and expiring December 31st, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

Submitted herewith is the sum of \$ 4700.00 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

Brian C. Walker
Signature of Individual Making this Application

Sworn to and subscribed before me
this 10th day of DECEMBER 2024.

Date: 12/10/2024

Amber Velasquez
Notary Public

My commission expires: AUGUST 11, 2028.



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ATTACHMENT B

AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §50-36-1

By executing this affidavit under oath, as an Applicant for an alcoholic beverage license from the Lowndes County Board of Commissioners, the undersigned Applicant verifies one of the following with respect to my application:

- I am a citizen of the United States.
- I am a legal permanent resident of the United States.
- 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. My alien number 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, with this affidavit. Form of secure and verifiable document: Drivers license

In making the above representations under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement, or representation in an affidavit may 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 Valdosta (city), Georgia (state).

Brian C. Walker
Signature of Applicant

Brian C. Walker
Printed Name of Applicant

Sworn to and subscribed before me this 11th day of DECEMBER 2024.

Amber Velasquez
Notary Public

My commission expires: AUGUST 11, 2028



APPENDIX A
FEES AND CHARGES

1. Alcoholic beverage licenses fees shall be as follows:

<u>License</u>	<u>Annual Fee</u>
(a) Retail Dealer – Off Premises Consumption (Malt Beverages)	\$500.00
(b) Retail Dealer – Off Premises Consumption (Wine)	\$500.00
(c) Retail Dealer – Off Premises Consumption (Distilled Spirits)	\$1,075.00
(d) Retail Dealer – Off Premises Consumption (Sunday Sales)	\$250.00
(e) Retail Consumption Dealer – Consumption on Premises (Malt Beverages)	\$675.00
(f) Retail Consumption Dealer – Consumption on Premises (Wine)	\$675.00
(g) Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)	\$3,200.00
(h) Retail Consumption Dealer – Consumption on Premises (Sunday Sales)	\$250.00
(i) Wholesaler – Malt Beverages with warehousing in Lowndes County	\$300.00
(j) Wholesaler – Malt Beverage without warehousing in Lowndes County	\$100.00
(k) Wholesaler – Wine with warehousing in Lowndes County	\$300.00
(l) Wholesaler – Wine without warehousing in Lowndes County	\$100.00
(m) Wholesaler – Distilled Spirits with warehousing in Lowndes County	\$500.00
(n) Wholesaler – Distilled Spirits without warehousing in Lowndes County	\$100.00
(o) Alcoholic Beverage Catering License	\$250.00
2. Event Permit (issued to alcoholic beverage caterer licensed by the County)	\$50.00
3. Event Permit (issued to alcoholic beverage caterer licenses by a municipality or county in Georgia other than the County)	\$50.00
4. Administration Fee	\$150.00

ATTACHMENT D

AFFIDAVIT OF PRIVATE EMPLOYER OF COMPLIANCE PURSUANT TO O.C.G.A. §36-60-6

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-90.

Brian C. Walker
Signature of Exempt Private Employer

Brian C. Walker
Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 12-12, 2021 in Valdosta (city), Georgia (state).

Brian C. Walker
Signature of Authorized Officer or Agent

Brian C. Walker Owner
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 12th day of DECEMBER 2021

Amber Velasquez
Notary Public

My commission expires: AUGUST 11, 2028



Tracy Minter

From: Mindy Bates
Sent: Monday, December 16, 2024 3:22 PM
To: Shelby Clance
Cc: Tracy Minter; Occupation License
Subject: FW: New Alcohol License

From: Ken Carter <kcarter@lowndescounty.com>
Sent: Monday, December 16, 2024 3:13 PM
To: Mindy Bates <mbates@lowndescounty.com>
Subject: RE: New Alcohol License

Nearest Church: Cross Pointe Church
4100 North Valdosta Road
Valdosta, Georgia 31602
Nearest School: Azalea Academy
3460 Jimmy Rogers Way
Valdosta, Georgia 31602

.4 mile (2,112 Feet) OK

.5 mile (2,640 Feet) OK

From: Mindy Bates <mbates@lowndescounty.com>
Sent: Friday, December 13, 2024 11:31 AM
To: Ken Carter <kcarter@lowndescounty.com>
Subject: Fwd: New Alcohol License

Sent from my iPhone

Begin forwarded message:

From: Shelby Clance <Shelby.Clance@lowndescounty.com>
Date: December 13, 2024 at 10:53:12 AM EST
To: Mindy Bates <mbates@lowndescounty.com>
Cc: Occupation License <OccupationLicense@lowndescounty.com>
Subject: New Alcohol License

Mindy,
Can I get a distance check on the following address for a new Alcohol License ?

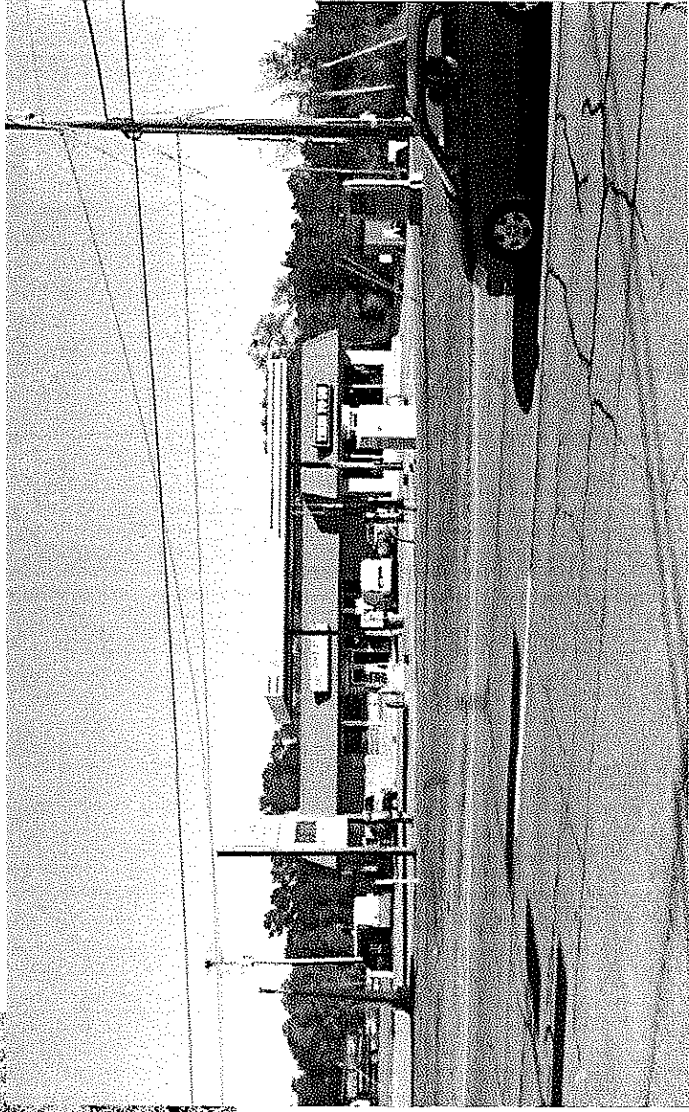
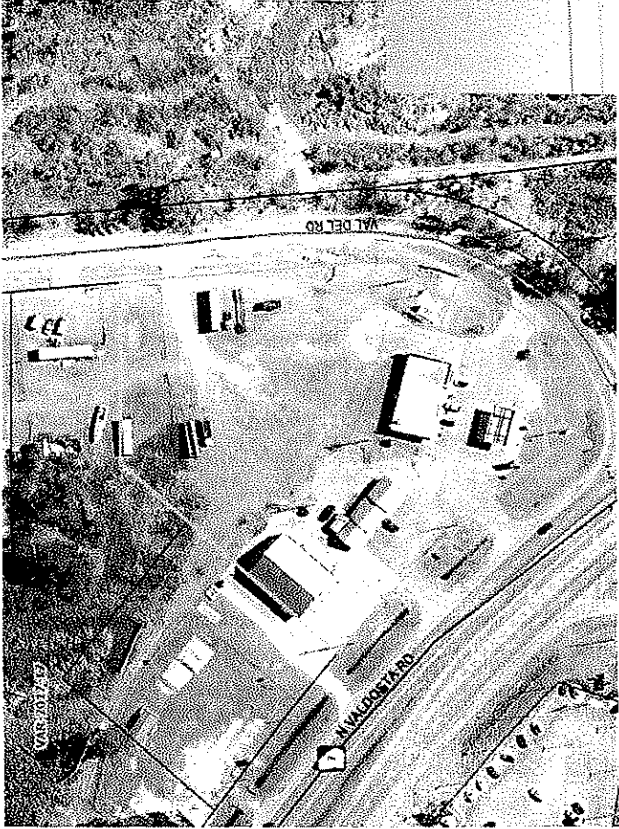
BEEZY BEE, LLC.
3988 NORTH VALDOSTA RD
VALDOSTA, GA 31602

Thanks

Shelby Clance

Finance – Licensing Division
Lowndes County Board of Commissioners
327 N Ashley Street
Valdosta, GA 31601

3988 N Valdosta Rd



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Budget Calendar for FY 2026 Operating Budget

DATE OF MEETING: January 14, 2025

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Budget Calendar for FY 2026 Operating Budget

HISTORY, FACTS AND ISSUES: Attached for your review is the proposed budget calendar for Fiscal Year 2026. Preparations have already begun and packages have already been sent to departments and outside agencies. The calendar is a guideline for the process and milestones leading up to the adoption of a final budget in June. The Board of Commissioners must adopt an operating budget by June 30, 2025.

OPTIONS: 1. Adopt the Budget Calendar as presented.
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Budget Calendar
Fiscal Year 2025 - 2026

Personnel Requests Forms Sent to Elected Officials and Department Heads	12/18/24
Manager's Budget Letter to Elected Officials, Department Heads and Outside Agencies	12/18/24
Finance Issues Budget Packages Electronically to Elected Officials, Department Heads and Outside Agencies	12/18/24
Finance Offers Preliminary Budget Meetings to Answer Questions Regarding Completion of Budget Packages	January 2025
Personnel Requests Including New Positions and Upgrades Due to Human Resources	01/17/25
Human Resources Determines the Cost of Any Personnel Requests	January - February 2025
Packages Due Back to Finance	02/21/25
Commission Planning Retreat	March 2025
Finance Enters All Requests into the Budgeting Software and Clarifies Any Requests	2/21/25 - 2/28/25
Human Resources Prepares a Payroll Budget Based on Position Requests and Direction from the Board	02/28/25
Finance Makes the Initial Revenue Projections	2/28/25 - 3/7/25
Budget Committee Meets With All Elected Officials, Department Heads and Outside Agencies to Discuss Their Budgets	March - April 2025
Budget Committee Finalizes Budget Recommendations	04/25/25
Board of Commissioners Hold Work Sessions to Review the Proposed Budgets and Make Recommendations	May 2025
Public Hearing on the Budget	06/10/25

Adoption of the Budget

06/24/25

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Beer and Wine License - Heather Louise Holmstrom of
Speedway, LLC, DBA Speedway Store # 42348 (1883), 2165 Old
Clyattville Rd., Valdosta, GA

DATE OF MEETING: January 14, 2025

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Beer and Wine License - Heather Louise Holmstrom of
Speedway, LLC, DBA Speedway Store # 42348 (1883), 2165 Old Clyattville Rd., Valdosta,
GA

HISTORY, FACTS AND ISSUES: Heather Louise Holmstrom of Speedway, LLC, DBA Speedway Store #42348
(1883), located at 2165 Old Clyattville Rd., is requesting a license for the sale of beer and wine for
consumption off premises. This is a new establishment. The ordinance and guidelines for approval of the
license have been met and upon approval by the Board, the license shall be granted.

OPTIONS: 1. Approval of the Beer and Wine License
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

②

2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

Speedway, LLC

3. Applicant's Business or Trade Name (if different than official legal name):

Speedway Store #42348 (1883)

4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

Multiple Locations throughout the United States

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

Heather Louise Holmstrom - Gray Robinson, ; heather.holmstrom@gray-robinson.com

6. Street Address of establishment for which license is sought:

2165 Old Clyatville Rd. Valdosta, GA 31601

7. Street Address of Applicant's Primary Place of Business, if different from question 86 above:

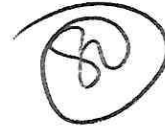
Speedway, LLC ATTN: Licensing Dept., 3200 Hackberry Rd. Irving, TX 75063

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. (Attach additional pages if more space is needed)

Convenience store with gas station that will sell beer, wine and cider for off-premise consumption.

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DEC 13 2024



9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: Christian Love Ministries - 526 Griffin Ave, Valdosta, GA 31601

School, college or other educational facility or grounds: _____

Lowndes Middle School - 2379 Copeland Rd, Valdosta, GA 31601

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months? YES NO
If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)? YES NO
If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

12. Type of Legal Entity applying for license: Individual Partnership Joint Venture Corporation Firm Association Limited Liability Company (LLC) Other: _____



If the Applicant is a partnership, joint venture or firm, list the names and addresses of all owners of the partnership, joint venture or firm. [Attach additional pages if more space is needed]

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

If the Applicant is a corporation or association, list the names and addresses of its principal officers, directors and the three stockholders owning the largest amounts of stock. [Attach additional pages if more space is needed]

President _____ Address _____

Vice President _____ Address _____

Secretary _____ Address _____

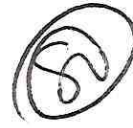
Treasurer _____ Address _____

Director _____ Address _____

Stockholder _____ Address _____

Stockholder _____ Address _____

Stockholder _____ Address _____



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DEC 13 2024

If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

7-Eleven, Inc. - 100% 3200 Hackberry Rd. Irving, TX 75603
Member Name Address

SEI Speedway Holdings, LLC - 100% 3200 Hackberry Rd., Irving, TX 75603
Member Name Address

Speedway LLC 3200 Hackberry Rd. Irving, TX 75603
Member Name Address

Shatearia Rozier 7304 Northlake Circle, Atlanta GA 30345
Manager Name Address

Manager Name Address

David L Seltzer - Senior Vice President - 0% 730 Ashleigh Lane, Southlake, TX 76092
Officer Name Address

Officer Name Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

~~_____
Name Address~~

~~_____
Name Address~~

~~_____
Name Address~~

~~_____
Name Address~~

50

13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [] YES [X] NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [] YES [X] NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A) [X] YES [] NO

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. (Attach additional pages if more space is needed)

N/A

17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card? [X] YES [] NO

18. Is there attached a fully completed and executed affidavit verifying compliance by the Applicant with the federal work authorization program? (see attachment C or D) [X] YES [] NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the Thomas Philpot, Authorized Representative of Speedway LLC, is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1st and expiring December 31st, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

Submitted herewith is the sum of \$ 1,400 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

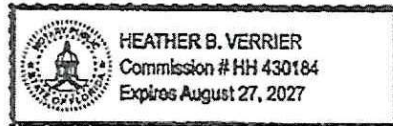
State of Florida County of Leon
Sworn to and subscribed before me
this 21st day of November, 2024.

Heather B. Verrier
Notary Public Heather B. Verrier

My commission expires: August 27, 2027

[Signature]
Signature of Individual Making this Application

Date: 11/21/2024



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ATTACHMENT B

AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §50-36-1

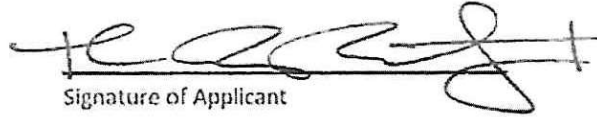
By executing this affidavit under oath, as an Applicant for an alcoholic beverage license from the Lowndes County Board of Commissioners, the undersigned Applicant verifies one of the following with respect to my application:

- I am a citizen of the United States.
- I am a legal permanent resident of the United States.
- 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. My alien number 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, with this affidavit. Form of secure and verifiable document: Driver's License

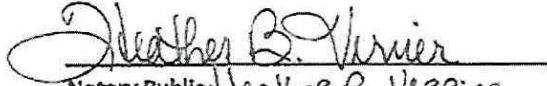
In making the above representations under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement, or representation in an affidavit may be guilty of a violation of O.C.G.A. §16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Tallahassee (city), Florida (state).

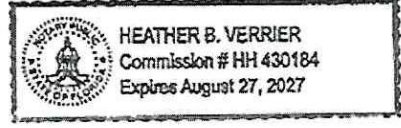

Signature of Applicant

Thomas Philpot, on behalf of Speedway, LLC
Printed Name of Applicant

Sworn to and subscribed before me this 21st day of November, 2024.


Notary Public Heather B. Verrier

My commission expires: August 27, 2027



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DEC 13 2024

ATTACHMENT C

AFFIDAVIT OF PRIVATE EMPLOYER OF COMPLIANCE PURSUANT TO O.C.G.A. §36-60-6

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs more than ten employees and has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

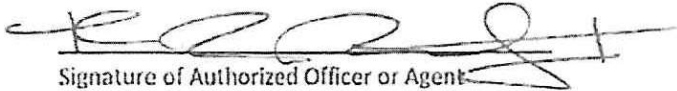
1562666
Federal Work Authorization User Identification Number

7/06/2020
Date of Authorization

Speedway LLC
Name of Private Employer

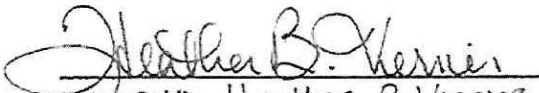
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November 21, 2024 in Tallahassee (city), Florida (state).

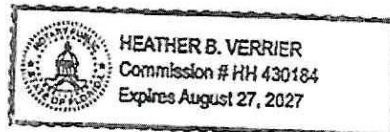

Signature of Authorized Officer or Agent

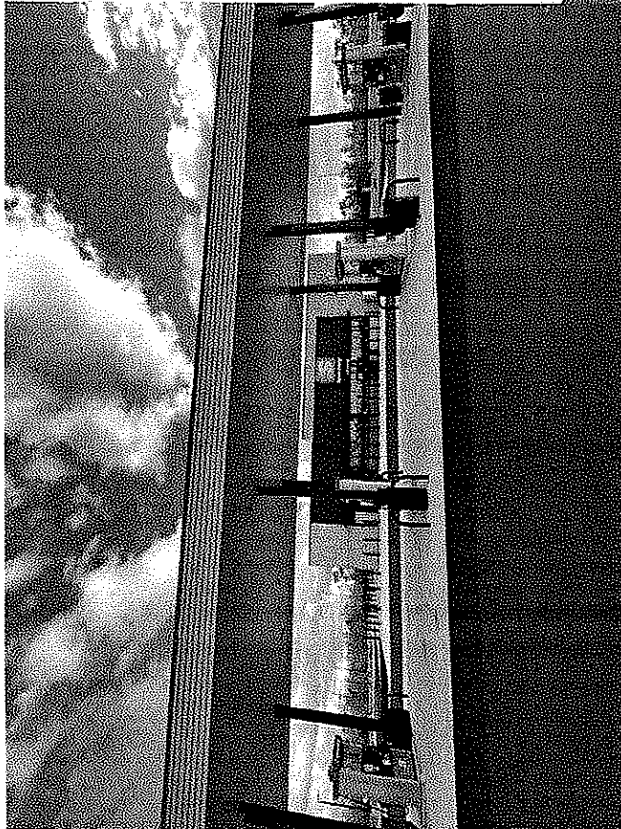
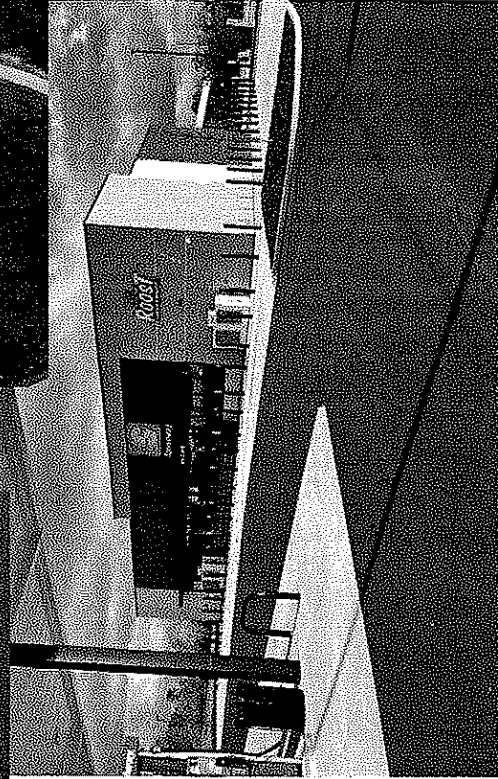
Thomas Philpot on behalf of Speedway LLC
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 21st day of November, 2024.


Notary Public Heather B. Verrier

My commission expires: August 27, 2027





**Speedway
2165 Old Clyattville Rd**

LOWNDES COUNTY CODE ENFORCEMENT
INCIDENT REPORT

Date: 12/18/2024
Reported By: Ken Carter, Officer

INCIDENT NO: _____

Inspection Date: 12/18/2024
Inspection / Reinspection
Time: 0915 Hours

Occupant Name: Speedway
Property Address: 2165 Old Clyattville Road
Valdosta, GA 31601

Owner Name: Same
Mailing Address: Same
Parcel: UNK
Zoning: C-H

Complaint: Distance Check
Violation(s): N/A
Case Disposition: Closed

Narrative: I received a request for a distance check for Speedway at 2165 Old Clyattville Road Valdosta, Georgia 31601. The distances are as follows:

Nearest School Lowndes Middle School **2.8 miles**
2379 Copeland Road
Valdosta, Georgia 31601

Nearest Church Grace Baptist Church **2.2 miles**
2218 Copeland Road
Valdosta, Georgia 31601

All mileage was measured using the odometer on Unit #126-1

*****NOTHING FOLLOWS*****

Ken Carter

Signature

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of DA's Federal VOCA Grant Application Renewal

Work
Session/Regular
Session

DATE OF MEETING: January 14, 2025

BUDGET IMPACT: Zero Impact on County

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Approval of DA's Federal VOCA Grant Application
Renewal

HISTORY, FACTS AND ISSUES: The District Attorney's Office of the Southern Circuit has been a recipient of federal Victims of Crime Act (VOCA) funds since 1997. The VOCA funds, combined with the 5% victim fees, provide the financial support for the Victim Services provided by the DA to all five counties. The grant is funneled through Lowndes County, rather than all five counties, for simplification and efficiency purposes. This grant, along with the 5% funds, allows the DA to provide victim services utilizing funds paid by federal and state defendants and not taxpayers. Submission of the application is due in the PAC Office by January 31, 2025. We also request, for efficiency, that the Commission execute a letter authorizing the District Attorney to sign any and all future paperwork pertaining to this VOCA Continuation Grant. (Sample Letter Attached).

OPTIONS: 1. Approve VOCA Grant Application of the District Attorney
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Bradfield M. Shealy

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

December 2, 2024

TASHA M. MOSLEY
Chair
District Attorney
Clayton Judicial Circuit

Re: Federal Fiscal Year 2025 VOCA Allocation - October 1, 2024 through September 30, 2025

KEITH E. GAMMAE
Vice Chair
Solicitor-General
Fulton County

Dear Southern Judicial Circuit:

LEIGH PATTERSON
Secretary
District Attorney
Rome Judicial Circuit

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2025 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

County: **Lowndes**

Implementing Prosecuting Attorney: **District Attorney Bradfield Shealy**

Grant Period: **October 1, 2024 through September 30, 2025**

SHERRY BOSTON
District Attorney
Stone Mountain Judicial Circuit

Allocation 1

VOCA Federal Funds: **\$137,368**

VOCA Waived Match Funds: **\$34,342**

CJCC Sub-Grant Number: **C23-8-249**

Federal Grant Number: **TBD**

CFDA Number: **16.575**

MARIE C. BRODER
District Attorney
Griffin Judicial Circuit

WILLIAM A. FINCH
Solicitor-General
Forsyth County

TODD HAYES
Solicitor-General
Cherokee County

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 31, 2025**. If you have any questions, please contact Sarai Leonides-Medina at sleonides@pacga.org or (770) 282-6290.

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program

County: Lowndes

Implementing Prosecuting Attorney: District Attorney Bradfield M. Shealy

Allocation 1: CJCC Grant No: C23-8-249

A. Base Federal Funds:	\$ <u>137,368</u>
B. Matching Funds (waived for all offices):	\$ <u>34,342</u>

Initial Grant Period: October 1, 2024 to September 30, 2025

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the Lowndes County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the Southern (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2024 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.
3. Purpose of this Memorandum of Agreement.
 - (a) The parties acknowledge and agree that PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance

(BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

- (b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into an MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.
- (c) The CFDA number for this grant program is 16.575.
- (d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

- (a) Exhibit "A" contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for PACGA, the County and the Prosecuting Attorney.
- (b) Change of contact information:

The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. Scope of Project:

- (a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims' services by the Prosecuting Attorney within the County.
- (b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2 (see Exhibit "B")
- (c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:

- (1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;
 - (2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.
 - (d) PACGA shall, upon the terms and conditions contained herein, allocate to County, and the County hereby accepts, an amount not to exceed the amount designated in the allocation letter to be used solely for the purposes of providing victims services as defined by the approved budget (see 10a).
6. Budget Limitation: The approved budget total (see 10a) may not be exceeded without the written approval of PACGA. The County is responsible for any expenditure that exceeds the approved budget. Any such expenditure may be credited toward meeting the matching fund requirements of the Grant (see 7a) provided those expenditures are included in the approved budget.
7. Matching Funds Requirement:
- (a) The VOCA Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.
 - (b) The matching funds requirement for this MOA is 20% of the total approved Base funding budget.
 - (c) Match waivers may be granted by CJCC upon request of the Prosecuting Attorneys' office or based on an administrative decision by CJCC.
 - (d) The Prosecuting Attorney's office may choose to meet a portion or all of the required match in the form of volunteer hours valued at \$15 per hour. There is no minimum volunteer hour requirement.
8. Use of Volunteers:
- (a) The Prosecuting Attorney's office must utilize volunteers unless a written waiver request is approved by both CJCC and the Federal Government. Volunteer hours are not required to be included in the budget.
9. Programmatic Reporting Requirements:
During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:
- (a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports

(VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

Quarter 1	October 1 – December 31, 2024	Due: January 15, 2025
Quarter 2	January 1 – March 31, 2025	Due: April 15, 2025
Quarter 3	April 1 – June 30, 2025	Due: July 15, 2025
Quarter 4	July 1 – September 30, 2025	Due: October 15, 2025

(b) Outcome Performance Measurement Surveys (Annual).

(1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:

Annually	Oct. 1, 2024 -Sept. 30, 2025	Due: October 30, 2025

(2) NOTE: OPM Survey data is directly pulled by CJCC via the iMPROVE Platform.

10. Financial Reporting Requirements:

(a) The County will submit budget worksheet(s) to PACGA no later than October 18, 2024. A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.

(b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Separate SER forms are required for Base funding and Victims Comp Advocate funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2024	Due: January 15, 2025
Quarter 2	January 1 – March 31, 2025	Due: April 15, 2025
Quarter 3	April 1 – June 30, 2025	Due: July 15, 2025
Quarter 4	July 1 – September 30, 2025	Due: October 15, 2025

(c) Counties and Prosecuting Attorneys must document volunteer in-kind match hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.

(d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:

- (1) The point of contact information;
 - (2) Request to modify budget within currently approved categories;
 - (3) Request for a no-cost extension;
 - (4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).
- (e) All program staff, both paid and volunteers, must keep time sheets documenting total time worked, time worked on grant activities, and the percentage of total time spent on grant activities. Time worked on grant activities must be further broken down into CJCC approved categories.
11. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of check or Automatic Clearing House (ACH) payment.
 12. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth by CJCC and in PACGA Policy 11.2 and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions must be returned to PACGA.
 13. Audit: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other funds.
 14. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the close of said project at the Federal level and shall be made available to PACGA upon request. Personnel records for grant-funded positions must be retained as provided by the state retention schedule for Personnel records.
 15. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.
 16. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.

17. Termination:

- (a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:
 - (1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of PACGA as of that moment. Certification by the Executive Director of PACGA of the occurrence of either of the events stated above shall be conclusive.
 - (2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
 - (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.
- (b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:
 - (1) County violates or fails to comply with any applicable provision of federal or state law or regulation.
 - (2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.
 - (3) County has exhibited an inability to meet its financial or services obligations under this agreement.

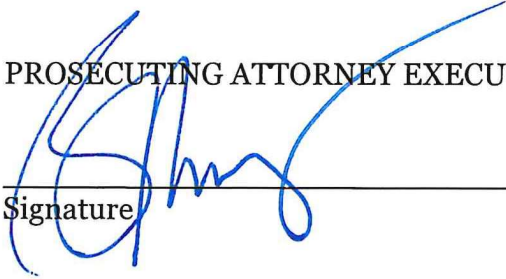
- (4) An assignment is made by the County for the benefit of creditors.
 - (5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.
 - (c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.
18. Victims of Crime Act - Funding Conditions:
- (a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.
 - (b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.
 - (c) The County and Prosecuting Attorney agree to comply with the most recent copy of CJCC's subgrantee manual available at:
<https://cjcc.georgia.gov/grant-forms-publications/educational-tools-resources>
 - (d) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA.
 - (e) The County and Prosecuting Attorney agree to comply with the most recent edition of the OJP Financial Guide available at: <https://ojp.gov/financialguide/index.htm>
 - (f) The County and Prosecuting Attorney hereby assure and certify that it:
 - (1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R., Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 C.F.R. Part 180 – Government-wide Debarment and Suspension (Non-procurement); 28 C.F.R. Part 83 – Government-wide Requirements for a Drug-Free Workplace (Grants); 28 C.F.R. Part 69 – Restrictions on lobbying that govern the application, acceptance and use of Federal funds for this federally assisted project;
 - (2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;
 - (3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title

IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

19. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.
20. Penalties for Violations: Violation of any of the terms and conditions of this grant can result in penalties including but not limited to: withholding of disbursements or future awards, suspension/termination of awards, suspension/debarment, repayment of reimbursed federal funds, civil lawsuit, or criminal prosecution.
21. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

PROSECUTING ATTORNEY EXECUTION:

Signature



Date signed by Prosecuting Attorney

1/3/25

Bradfield M. Shealy

Printed Name

The Honorable
District Attorney, Southern Judicial Circuit
Solicitor-General, _____ County

COUNTY EXECUTION:

Signature

Date signed by County

Bill Slaughter

Printed Name

Chairman, Lowndes County Board of Commissioners

Title

Official for Lowndes County

PACGA EXECUTION:

Signature

Date signed by Council

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755

EXHIBIT A

PACGA, County and Prosecuting Attorney Contact Information

1. The PACGA mailing address, e-mail address and telephone number for correspondence, reports and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia
Attn: Sarai Leonides
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755
(770) 282-6300
Email: sleonides@pacga.org

2. The County's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

Lowndes County Board of Commissioners
Attention: Belinda Lovern
Post Office Box 1349
Valdosta, Georgia 31603
Telephone No.: (229) 671-2400
Email: belinda@lowndescounty.com

3. The PROSECUTING ATTORNEY'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

District Attorney's Office - Southern Judicial Circuit
Attention: Carla D. Williams
Post Office Box 99
Valdosta, Georgia 31603
Telephone No.: (229) 671-3250
Email: cwilliams@pacga.org

January 14, 2025

To: The Criminal Justice Coordinating Council

From: Chairman Bill Slaughter

Re: Federal Grants originating from our District Attorney's Office
VOCA - October 1, 2024 to September 30, 2025
Sub-Grant Numbers: C23-8-249

To Whom It May Concern:

Please allow this letter to serve as my explicit authorization for Bradfield M. Shealy, District Attorney of the Southern Judicial Circuit, to sign any and all paperwork for federal grants concerning the operation of the District Attorney's Office.

While Bradfield's main office is physically located in Valdosta, where 22 of his 35 employees are assigned, his office is responsible for prosecuting cases and serving victims in Brooks, Colquitt, Echols, Lowndes and Thomas counties. Furthermore, he has branch offices in both Moultrie and Thomasville.

Inasmuch as the District Attorney coordinates his office payroll and other expenditures with the Prosecuting Attorneys' Council of Georgia for the operation of his office, it is entirely appropriate and most efficient for the taxpayers of our circuit that he be allowed to sign on all grant paperwork, including but not limited to, VOCA, VAWA and Byrne grants.

I appreciate your assistance with this matter.

Sincerely,

Bill Slaughter
Chairman
Lowndes County Board of Commissioners

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of the Solicitor General's FY25 VOCA Grant Award

Work
Session/Regular
Session

DATE OF MEETING: January 14, 2025

BUDGET IMPACT: \$33,232.00 Cash Match

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Approval of Solicitor General's FY25 VOCA Grant Award

HISTORY, FACTS AND ISSUES: The Solicitor-General's (SG) Office has been a recipient of the Federal Victims of Crime Act (VOCA) funds since 2014. This grant is vital in sustaining the Victim Services Program as it funds two of the SG's Victim Advocates. Although we received significant cuts in funding in the past, we will not be receiving any cuts this year. The Prosecuting Attorney's Council (PAC) has informed the SG's Office that the FY25 VOCA Award will be in the amount of \$75,020 which is the same amount as last year. The county would be required to provide a cash match of \$33,232.00, which is also the same amount as last year. The performance period for this grant runs from October 1, 2024-September 30, 2025. The SG's office requests the board's approval of the FY25 VOCA Grant Award and permission for the Chairman to sign all necessary documents to be included in the award packet.

- OPTIONS: 1. Approve Solicitor General's FY25 VOCA Grant Award
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo C. Cabral, III

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

December 2, 2024

TASHA M. MOSLEY
Chair
District Attorney
Clayton Judicial Circuit

Re: Federal Fiscal Year 2025 VOCA Allocation - October 1, 2024 through September 30, 2025

KEITH E. GAMMAGE
Vice Chair
Solicitor-General
Fulton County

Dear Lowndes Solicitor-General's Office:

LEIGH PATTERSON
Secretary
District Attorney
Rome Judicial Circuit

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2025 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

County: **Lowndes**

Implementing Prosecuting Attorney: **Solicitor-General Justo Cabral**

Grant Period: **October 1, 2024 through September 30, 2025**

SHERRY BOSTON
District Attorney
Stone Mountain Judicial Circuit

Allocation 1

VOCA Federal Funds: **\$75,020**

VOCA Waived Match Funds: **\$18,755**

CJCC Sub-Grant Number: **C23-8-249**

Federal Grant Number: **TBD**

CFDA Number: **16.575**

MARIE G. BRODER
District Attorney
Griffin Judicial Circuit

WILLIAM A. FINCH
Solicitor-General
Forsyth County

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 31, 2025**. If you have any questions, please contact Sarai Leonides-Medina at sleonides@pacga.org or (770) 282-6290.

TODD HAYES
Solicitor-General
Cherokee County

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Coleman Road NW Paving and Drainage Improvements,
P.I.0016279 Supplemental Agreement No. 1

DATE OF MEETING: January 14, 2025

Work
Session/Regular
Session

BUDGET IMPACT: \$1,300,000.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Coleman Road NW Paving and Drainage Improvements
Supplemental Agreement

HISTORY, FACTS AND ISSUES: The original agreement dated 04/28/2022 with the Georgia Department of Transportation has a "not to exceed amount" of \$2,300,000.00, for the Coleman Road NW Paving and Drainage Improvements. Staff has asked the Transportation Investment Act (TIA) office for an additional funding request to cover the cost difference between the actual cost of the project and the agreement amount. After reviewing the initial TIA budget, bid amount, and projected tax collections for TIA, the TIA office has agreed to provide additional funds of \$1,300,000.00, to cover the total cost of the project.

OPTIONS: 1. Approve Supplemental Agreement No. 1 and authorize the Chairman to sign the agreement.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



SUPPLEMENTAL AGREEMENT NO. 1

By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

LOWNDES COUNTY

This Agreement, made and entered into as of _____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and the **LOWNDES COUNTY, GEORGIA**, acting by and through its Mayor and City Council or Board of Commissioners, as the case may be, hereinafter referred to as the "LOCAL GOVERNMENT".

WHEREAS, the DEPARTMENT and the LOCAL GOVERNMENT heretofore on April 28, 2022, entered into an Agreement, hereinafter called the "Original Contract", for the purpose of having the LOCAL GOVERNMENT provide all or part of the Construction, Maintenance, and Operation of the following projects:

1) Coleman Road NW Paving and Drainage Improvements, SGRC-118, P.I. 0016279 hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS, the parties wish to amend said Agreement Amount due to a need for changing the funding of the PROJECTS; and

WHEREAS the DEPARTMENT and the LOCAL GOVERNMENT agree that the changes may be accomplished within the term of the original contract.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated April 28, 2022, is hereby modified as follows:

1. The items numbered 1) through 8) following the second paragraph of Subsection C in ARTICLE VI, COMPENSATION AND PAYMENT are deleted in their entirety and the following is inserted in lieu thereof:

**"1) Coleman Road NW Paving and Drainage Improvements, P.I. 0016279:
THREE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS
(\$3,600,000.00)"**

2. All terms and conditions of the Original Contract, dated April 28, 2022, shall remain in full force and effect, except as modified, changed, or amended by this Supplemental Agreement Number 1.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and date herein above written.

DEPARTMENT OF TRANSPORTATION

LOWNDES COUNTY, GEORGIA

Commissioner

Signature Date

[Seal]

Printed Name/Title

[Affix Seal Here]

ATTEST:

ATTEST:

I attest to the genuineness of the Seal, and I further attest that the above named officer is duly authorized to execute this document.

Treasurer

Signature Date

Printed Name/Title

Federal Employer Identification Number

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Emergency Repair - Lowndes County Fire Station #5

Work
Session/Regular
Session

DATE OF MEETING: January 14, 2025

BUDGET IMPACT: \$79,380.00

FUNDING SOURCE:

- Annual (Insurance)
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Emergency Repair - Lowndes County Fire Station #5

HISTORY, FACTS AND ISSUES: On November 6, 2024 Lowndes County received an abnormal rain event. Due to the rain event that occurred, Station #5 had a sewage backup of 3" in depth. Staff called in ServiceMaster Pro to clean the building, remove all items to include the millwork, flooring, 2' of drywall, and furniture. Staff has filed the claim with insurance and followed all procurement procedures. The insurance adjuster has been to the site for the inspection. Emergency purchases are those that are made to alleviate a situation in which there is a threat to health, welfare, or safety under certain conditions defined as an emergency by jurisdiction that does not allow time for normal, competitive purchasing procedures. For example, flooding, power outages or other natural disasters. Staff does anticipate insurance to cover the repair cost.

Staff worked with Kellerman Construction to obtain a proposal to complete the repairs at the station. Kellerman Construction proposed \$79,380.00.

Staff has issued a purchase order to Kellerman Construction for \$79,380.00. Materials have been ordered and work has started.

OPTIONS: 1. Approve the purchase order and authorize Kellerman Construction for the Emergency Repair.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

PROPOSAL



DATE

11-26-2024

Bid-Proposal

Kellerman Construction Inc.

2717-D Windemere Dr.

Valdosta, Ga. 31602

229-249-5330

229-412-6159

kellermanconstruction@gmail.com

PROPOSED TO:

Chad McLeod

Lowndes County Board of Commissioners

327 N. Ashley St.

Valdosta, Ga. 310601

Email: cmcleod@lowndescounty.com

Storm Repairs to Lowndes County Firestation # 5

Please use this letter as Kellerman Constructions proposal to provide Insurances, Supervision, Labor, and furnish materials, tools, equipment, and safety measures for the scope of work listed below.

This proposal is good for 30 days from date of proposal.

Project Duration: 60 Days

Bond rate not included in proposal (if required please add 3% total cost of project)

Scope of Work by Division.

Div. 1 General Conditions

- Supervision
- PM Visits
- Safety
- Office
- Temp Power and Water by Owner



Div. 2 Jobsite Requirements

- Dumpster
- Temporary Restroom
- Demo by Owner

Div. 6 Cabinets

- Reinstall Existing Cabinets

Div. 7 Insulation

- Insulation Wall Batts

Div. 9 Finishes

- Flooring- Turnkey
- Drywall
- Acoustical Ceiling- EMS Side Discolored tiles only
- Painting

Div. 11 Equipment

- Kitchen equipment reset

Div. 22 Plumbing

- Plumbing- Reset Existing Fixture

Div. 26 Electrical

- Electrical- Disconnect devices & Low Voltage Below 15" AFF Fire Station Side only
- Provide 1 New light fixture to match existing in hallway of north side of Office area.

Permit fee is not included



Sub-Total	Based on cost for all Divisions	\$ 69,380.00
GC Fee		\$ 10,000.00
Total Cost		\$ 79,380.00

W. Bach

PURCHASE ORDER FORM



Lowndes County
 P.O. Box 1349
 Valdosta, GA 31603
 Phone (229) 671-2526

DATE
12/4/2024

PO NUMBER
25-12659

SUPPLIER: 011857
 KELLERMAN CONSTRUCTION INC.
 1418 A HARBIN CIRCLE
 VALDOSTA, GA 31601

SHIP TO: LOWNDES CO BD OF COMMISSIONERS
 327 N ASHLEY STREET
 VALDOSTA, GA 31601

Terms: Net 30 Days
Delivey Date:
Special Inst:

Req. No.:
Dept.:
Contact: WOODS, AMY
Confirming? No

Quantity	Unit	Description	Unit Price	Ext. Price
		Per Bid Proposal dated 11-26-2024 - Storm repairs to Lowndes County Firestation #5.		79,380.00

BILL TO: LOWNDES COUNTY COMMISSIONERS
 P O BOX 1349
 VALDOSTA, GA 31603

SUBTOTAL	79,380.00
TAX	0.00
FREIGHT	0.00
TOTAL	79,380.00

SEE REVERSE (OR ATTACHMENT) FOR IMPORTANT TERMS AND CONDITIONS THAT ARE AN IMPORTANT AND INTEGRAL PART OF THIS PURCHASE ORDER

THIS IS NOT A VALID PURCHASE ORDER UNLESS SIGNED BELOW ON BEHALF OF LOWNDES COUNTY

 Lowndes County Manager

VENDOR COPY

 Lowndes County Finance Director

PURCHASE ORDER TERMS AND CONDITIONS IMPORTANT - READ CAREFULLY

1. General. All purchases by the **Board of Commissioners of Lowndes County, GA** ("Lowndes County" or "Buyer"), and all sales by you ("Supplier") to Lowndes County, pursuant to this Purchase Order shall be governed *only* by these Purchase Order Terms and Conditions *together with* (i) such terms set forth in the Purchase Order Form ("Form"), (ii) such plans, specifications or other documents as are incorporated by reference, (iii) the Lowndes County Purchasing Policy (a copy of which is available from the County's Purchasing Department) which Policy is incorporated herein by this reference, and (iv) such amendments as authorized in writing by Buyer; and which shall collectively constitute the entire contract (the "Purchase Order") between Buyer and Supplier. County may waive application of any or all of its Purchasing Policy's provisions to this Purchase Order for any or no reason. If bid documents, performance specifications, technical product descriptions, or other similar descriptive materials submitted by Supplier in connection with the Purchase Order or Supplier's proposal have been incorporated by reference, these shall not be deemed to supersede any contrary requirements of Buyer, but to the extent that such materials are not inconsistent with Buyer's requirements, they shall constitute a part of this Purchase Order. If this Purchase Order is construed as an offer, this offer expressly limits acceptance to the terms of this offer and Buyer hereby rejects any different or additional terms of Supplier in any response to this offer. If this Purchase Order is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the offeror's assent to any different or additional terms contained or referenced in this Purchase Order. If this Purchase Order is construed as a confirmation of an existing contract, the parties agree that this confirmation states the exclusive terms of any contract between the parties for the transaction(s) contemplated hereby. This Purchase Order shall be deemed to have been accepted by Supplier upon receipt by Buyer of any writing, including a writing transmitted by fax or other means of electronic transmission, indicating acceptance, or by any of the following: (i) shipment of the goods hereunder or any portion thereof, (ii) commencement of any work hereunder on site, or (iii) performance of any services hereunder.

2. Price; Payment. If this Purchase Order is not priced, then it shall not be billed at prices higher than those last quoted and charged Lowndes County or, if none, at prices higher than last charged by Supplier for similar product(s) and quantity in the Lowndes County, GA area. Payment and discount terms are as set forth in the Form. If no terms are specified, the net amount shall be payable within 30 days after the later of (i) delivery and acceptance of goods or other performance conforming with the terms of this Purchase Order, or (ii) receipt by the Lowndes County Finance Department of a complete and accurate invoice. Except as otherwise provided in the Form, the price includes all applicable Federal, State and local taxes and duties. Supplier assigns to Buyer all rights to refunds of sales and use taxes paid in connection with this Purchase Order and agrees to co-operate with Buyer in the processing of any refund claims. Unless expressly otherwise provided in the Form, Buyer shall not be liable for any shipping, handling, packaging, fuel surcharges or similar fees.

3. Time. If delivery or completion dates cannot be met, Supplier shall inform Buyer immediately. Such notice shall not, however, constitute a change to the delivery or completion terms of this Purchase Order unless Buyer so modifies this Purchase Order in writing. If any item is not received or if any element of the work is not completed by the date specified, Buyer, at its option and without prior notice to Supplier, may either approve a revised date or may cancel this Purchase Order and obtain such goods or work elsewhere. In either event, Supplier shall be liable to Buyer for any resulting loss incurred by Buyer. Supplier's sole remedy for a delay caused by Buyer shall be an extension in the time for Supplier's performance equal to the duration of Buyer's delay. Supplier shall not be liable for damages resulting from Supplier's failure to deliver or complete, or for delays in delivery or completion, caused solely by strikes or lock-outs, fires, war, or acts of God, in each case not caused by or within the control of Supplier. **TIMING OF DELIVERY AND/OR OF PERFORMANCE OF THE WORK IS OF THE ESSENCE OF THIS PURCHASE ORDER.**

4. Improper Performance. If Supplier fails to deliver all or any part of the goods or perform any of the work in accordance with the terms and conditions of this Purchase Order, in addition to other remedies provided by law, Buyer reserves the right to reject any goods, revoke any previous acceptance, or cancel all or any part of the Purchase Order. Acceptance of any part of the Purchase Order shall not bind Buyer to accept any future shipments or work, nor deprive it of the right to return goods already accepted.

5. Governing Law. This Purchase Order, and the rights and obligations of the parties thereto, shall be governed and interpreted in accordance with the laws of the State Georgia. The parties acknowledge and agree that the contract hereunder for the purchase and sale of goods and/or services is made and is being performed in Georgia. Disputes arising in connection with this Purchase Order shall be resolved in and only in the courts sitting in Lowndes County, GA as the sole and exclusive judicial forum, and Supplier and Buyer each hereby waive any objection to venue therein. **BUYER AND SUPPLIER WAIVE THEIR RIGHT TO A JURY TRIAL WITH REGARD TO ANY DISPUTE ARISING IN CONNECTION WITH THIS PURCHASE ORDER.**

6. Warranty. Supplier expressly warrants for one (1) year all (i) goods delivered under this Purchase Order to be free from defects in material and workmanship and to be of the quality, size and dimensions ordered, and (ii) work performed under this

Purchase Order to be done in a workmanlike manner and in conformity with all plans, specifications and other data incorporated as part of this Purchase Order. These express warranties shall not be waived by reason of acceptance or payment by Buyer. This Purchase Order incorporates by reference all terms of the Uniform Commercial Code as adopted in the State of Georgia (the "UCC") providing any protection to Buyer for goods, including but not limited to all warranty protection (express or implied) and all of Buyer's remedies under the UCC. All goods and work shall also be subject to any stricter warranties specified in the Purchase Order or in other materials incorporated by reference.

7. Risk of Loss. Unless the Purchase Order expressly states otherwise, all goods shall be shipped FOB: the "Ship to" location designated in the Form (or if none indicated, FOB to such location in Lowndes County, GA as Buyer may instruct). Risk of loss shall not pass to Buyer until goods called for in this Purchase Order actually have been received and accepted by Buyer at the destination specified herein. Supplier assumes full responsibility for packing, crating, marking, transportation, and liability for loss and/or damage even if Buyer has agreed to pay freight, express or other transportation charges.

8. Indemnity. Supplier hereby agrees to, at its expense, indemnify, defend, protect, and hold Buyer harmless from and against any and all claims, demands, liability, loss, costs, damages or expenses (including attorney fees and costs of settlement) related to or arising from, and to the extent of, any (i) breach by Supplier of any term of this Purchase Order including, but not limited to, these Terms and Conditions or any provision thereof, (ii) violation of any Federal, State or local law, rule, regulation or ordinance in connection with Supplier's providing the materials, goods, equipment, services, or other items supplied hereunder, or the packaging or transportation of same, or (iii) personal injury, including death at any time arising therefrom, or property damage to any person, directly or indirectly resulting from or in any manner connected with the materials, goods, equipment, services, or other items supplied hereunder, or with the performance of this Purchase Order by Supplier and/or its employees or agents or employees or agents of any of Supplier's subcontractors.

9. Patent Indemnity. Supplier agrees to indemnify, save harmless and defend Buyer from and against any and all suits, claims, damages, costs, and attorney's fees arising out of or in connection with any infringement or claimed infringement of any United States or foreign patent, trademark or copyright in the manufacture, use or sale of the materials, goods, equipment, or other items furnished under this Purchase Order. In case said item(s) are found to infringe, and the use thereof is enjoined, Supplier shall, at its own expense, either (i) procure for Buyer the right to continue using said item(s), or (ii) at the option of Buyer, either replace the same with equally efficient non-infringing materials, goods, equipment or other item(s), or modify the infringing item(s) without impairing its efficiency so it becomes non-infringing, or remove said infringing item(s) and refund to Buyer the purchase price and the transportation and installation costs thereof.

10. Assignment; Subcontracting. Neither party may assign this Purchase Order or any benefits arising from this Purchase Order without prior written consent of the other and, unless otherwise agreed upon in writing by the parties, the rights of any assignee shall be subject to all set-offs, counterclaims, and other comparable rights arising hereunder. Except in the case of raw materials, castings, forgings or rough welded structures, or standard commercial goods, or except as otherwise agreed in writing by Buyer, Supplier shall not delegate or subcontract the work on any item of material or service to be delivered or performed under this Purchase Order.

11. Compliance with Laws and Regulations. In the performance of work under this Purchase Order, Supplier, at its expense, shall comply and assure that any materials, goods, equipment, services or other items purchased hereunder, as well as the packaging and transportation of same, comply with all applicable Federal, State or local laws, rules, regulations or ordinances.

12. Chemical Substance Identification. By acceptance of this Purchase Order, Supplier certifies that any chemical substance(s) furnished pursuant to this Purchase Order has been properly labeled, and that proper information on the substance(s), e.g., Material Safety Data Sheets, has been provided to Buyer, pursuant to all Federal, State or local laws and regulations.

13. Changes; Termination. Buyer, by written notice, may modify or terminate this Purchase Order, in whole or in part. In the event this Order is so modified or terminated as a result of Supplier's default or breach, the Supplier shall be liable for all damages allowed in law or equity, including any loss of Buyer or excess cost of reprocurring similar items. If this Purchase Order is modified or terminated for the convenience of Buyer, Supplier will be compensated to the extent that items have been accepted by Buyer prior to the effective date of such modification or termination. Other than to this extent, Buyer shall not be liable to Supplier for any damages on account of its failure to accept any or all of the items ordered. Buyer may immediately cancel this Purchase Order in the event of insolvency of Supplier, an assignment by Supplier for the benefit of its creditors, or the filing by or against Supplier of a voluntary or involuntary petition in bankruptcy. Except as set forth in this Section 13, this Purchase Order shall only be modified in writing executed on behalf of Buyer by its Finance Director or County Manager, and no waiver or modification shall be by any oral agreement or inferred from any course of conduct or dealings. Supplier's warranties, and its liability for defective or non-conforming work or goods, as well as Sections 5, 6, 8, 9, 10, 11, 12, and 13 of these Terms and Conditions, shall survive termination and remain in full force and effect. ****

PURCHASE ORDER FORM



Lowndes County
 P.O. Box 1349
 Valdosta, GA 31603
 Phone (229) 671-2526

DATE
12/4/2024

PO NUMBER
25-12659

SUPPLIER: 011857
 KELLERMAN CONSTRUCTION INC.
 1418 A HARBIN CIRCLE
 VALDOSTA, GA 31601

SHIP TO: LOWNDES CO BD OF COMMISSIONERS
 327 N ASHLEY STREET
 VALDOSTA, GA 31601

Terms: Net 30 Days
Delivey Date:
Special Inst:

Req. No.:
Dept.:
Contact: WOODS, AMY
Confirming? No

Quantity	Unit	Description	Unit Price	Ext. Price
		Per Bid Proposal dated 11-26-2024 - Storm repairs to Lowndes County Firestation #5.		79,380.00

BILL TO: LOWNDES COUNTY COMMISSIONERS
 P O BOX 1349
 VALDOSTA, GA 31603

SUBTOTAL	79,380.00
TAX	0.00
FREIGHT	0.00
TOTAL	79,380.00

SEE REVERSE (OR ATTACHMENT) FOR IMPORTANT TERMS AND CONDITIONS THAT ARE AN IMPORTANT AND INTEGRAL PART OF THIS PURCHASE ORDER

THIS IS NOT A VALID PURCHASE ORDER UNLESS SIGNED BELOW ON BEHALF OF LOWNDES COUNTY

 Lowndes County Manager

RECEIVING COPY

 Lowndes County Finance Director

PURCHASE ORDER TERMS AND CONDITIONS IMPORTANT - READ CAREFULLY

1. General. All purchases by the **Board of Commissioners of Lowndes County, GA** ("Lowndes County" or "Buyer"), and all sales by you ("Supplier") to Lowndes County, pursuant to this Purchase Order shall be governed *only* by these Purchase Order Terms and Conditions *together with* (i) such terms set forth in the Purchase Order Form ("Form"), (ii) such plans, specifications or other documents as are incorporated by reference, (iii) the Lowndes County Purchasing Policy (a copy of which is available from the County's Purchasing Department) which Policy is incorporated herein by this reference, and (iv) such amendments as authorized in writing by Buyer; and which shall collectively constitute the entire contract (the "Purchase Order") between Buyer and Supplier. County may waive application of any or all of its Purchasing Policy's provisions to this Purchase Order for any or no reason. If bid documents, performance specifications, technical product descriptions, or other similar descriptive materials submitted by Supplier in connection with the Purchase Order or Supplier's proposal have been incorporated by reference, these shall not be deemed to supersede any contrary requirements of Buyer, but to the extent that such materials are not inconsistent with Buyer's requirements, they shall constitute a part of this Purchase Order. If this Purchase Order is construed as an offer, this offer expressly limits acceptance to the terms of this offer and Buyer hereby rejects any different or additional terms of Supplier in any response to this offer. If this Purchase Order is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the offeror's assent to any different or additional terms contained or referenced in this Purchase Order. If this Purchase Order is construed as a confirmation of an existing contract, the parties agree that this confirmation states the exclusive terms of any contract between the parties for the transaction(s) contemplated hereby. This Purchase Order shall be deemed to have been accepted by Supplier upon receipt by Buyer of any writing, including a writing transmitted by fax or other means of electronic transmission, indicating acceptance, or by any of the following: (i) shipment of the goods hereunder or any portion thereof, (ii) commencement of any work hereunder on site, or (iii) performance of any services hereunder.

2. Price; Payment. If this Purchase Order is not priced, then it shall not be billed at prices higher than those last quoted and charged Lowndes County or, if none, at prices higher than last charged by Supplier for similar product(s) and quantity in the Lowndes County, GA area. Payment and discount terms are as set forth in the Form. If no terms are specified, the net amount shall be payable within 30 days after the later of (i) delivery and acceptance of goods or other performance conforming with the terms of this Purchase Order, or (ii) receipt by the Lowndes County Finance Department of a complete and accurate invoice. Except as otherwise provided in the Form, the price includes all applicable Federal, State and local taxes and duties. Supplier assigns to Buyer all rights to refunds of sales and use taxes paid in connection with this Purchase Order and agrees to co-operate with Buyer in the processing of any refund claims. Unless expressly otherwise provided in the Form, Buyer shall not be liable for any shipping, handling, packaging, fuel surcharges or similar fees.

3. Time. If delivery or completion dates cannot be met, Supplier shall inform Buyer immediately. Such notice shall not, however, constitute a change to the delivery or completion terms of this Purchase Order unless Buyer so modifies this Purchase Order in writing. If any item is not received or if any element of the work is not completed by the date specified, Buyer, at its option and without prior notice to Supplier, may either approve a revised date or may cancel this Purchase Order and obtain such goods or work elsewhere. In either event, Supplier shall be liable to Buyer for any resulting loss incurred by Buyer. Supplier's sole remedy for a delay caused by Buyer shall be an extension in the time for Supplier's performance equal to the duration of Buyer's delay. Supplier shall not be liable for damages resulting from Supplier's failure to deliver or complete, or for delays in delivery or completion, caused solely by strikes or lock-outs, fires, war, or acts of God, in each case not caused by or within the control of Supplier. **TIMING OF DELIVERY AND/OR OF PERFORMANCE OF THE WORK IS OF THE ESSENCE OF THIS PURCHASE ORDER.**

4. Improper Performance. If Supplier fails to deliver all or any part of the goods or perform any of the work in accordance with the terms and conditions of this Purchase Order, in addition to other remedies provided by law, Buyer reserves the right to reject any goods, revoke any previous acceptance, or cancel all or any part of the Purchase Order. Acceptance of any part of the Purchase Order shall not bind Buyer to accept any future shipments or work, nor deprive it of the right to return goods already accepted.

5. Governing Law. This Purchase Order, and the rights and obligations of the parties thereto, shall be governed and interpreted in accordance with the laws of the State Georgia. The parties acknowledge and agree that the contract hereunder for the purchase and sale of goods and/or services is made and is being performed in Georgia. Disputes arising in connection with this Purchase Order shall be resolved in and only in the courts sitting in Lowndes County, GA as the sole and exclusive judicial forum, and Supplier and Buyer each hereby waive any objection to venue therein. **BUYER AND SUPPLIER WAIVE THEIR RIGHT TO A JURY TRIAL WITH REGARD TO ANY DISPUTE ARISING IN CONNECTION WITH THIS PURCHASE ORDER.**

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7. Risk of Loss. Unless the Purchase Order expressly states otherwise, all goods shall be shipped FOB: the "Ship to" location designated in the Form (or if none indicated, FOB to such location in Lowndes County, GA as Buyer may instruct). Risk of loss shall not pass to Buyer until goods called for in this Purchase Order actually have been received and accepted by Buyer at the destination specified herein. Supplier assumes full responsibility for packing, crating, marking, transportation, and liability for loss and/or damage even if Buyer has agreed to pay freight, express or other transportation charges.

8. Indemnity. Supplier hereby agrees to, at its expense, indemnify, defend, protect, and hold Buyer harmless from and against any and all claims, demands, liability, loss, costs, damages or expenses (including attorney fees and costs of settlement) related to or arising from, and to the extent of, any (i) breach by Supplier of any term of this Purchase Order including, but not limited to, these Terms and Conditions or any provision thereof, (ii) violation of any Federal, State or local law, rule, regulation or ordinance in connection with Supplier's providing the materials, goods, equipment, services, or other items supplied hereunder, or the packaging or transportation of same, or (iii) personal injury, including death at any time arising therefrom, or property damage to any person, directly or indirectly resulting from or in any manner connected with the materials, goods, equipment, services, or other items supplied hereunder, or with the performance of this Purchase Order by Supplier and/or its employees or agents or employees or agents of any of Supplier's subcontractors.

9. Patent Indemnity. Supplier agrees to indemnify, save harmless and defend Buyer from and against any and all suits, claims, damages, costs, and attorney's fees arising out of or in connection with any infringement or claimed infringement of any United States or foreign patent, trademark or copyright in the manufacture, use or sale of the materials, goods, equipment, or other items furnished under this Purchase Order. In case said item(s) are found to infringe, and the use thereof is enjoined, Supplier shall, at its own expense, either (i) procure for Buyer the right to continue using said item(s), or (ii) at the option of Buyer, either replace the same with equally efficient non-infringing materials, goods, equipment or other item(s), or modify the infringing item(s) without impairing its efficiency so it becomes non-infringing, or remove said infringing item(s) and refund to Buyer the purchase price and the transportation and installation costs thereof.

10. Assignment; Subcontracting. Neither party may assign this Purchase Order or any benefits arising from this Purchase Order without prior written consent of the other and, unless otherwise agreed upon in writing by the parties, the rights of any assignee shall be subject to all set-offs, counterclaims, and other comparable rights arising hereunder. Except in the case of raw materials, castings, forgings or rough welded structures, or standard commercial goods, or except as otherwise agreed in writing by Buyer, Supplier shall not delegate or subcontract the work on any item of material or service to be delivered or performed under this Purchase Order.

11. Compliance with Laws and Regulations. In the performance of work under this Purchase Order, Supplier, at its expense, shall comply and assure that any materials, goods, equipment, services or other items purchased hereunder, as well as the packaging and transportation of same, comply with all applicable Federal, State or local laws, rules, regulations or ordinances.

12. Chemical Substance Identification. By acceptance of this Purchase Order, Supplier certifies that any chemical substance(s) furnished pursuant to this Purchase Order has been properly labeled, and that proper information on the substance(s), e.g., Material Safety Data Sheets, has been provided to Buyer, pursuant to all Federal, State or local laws and regulations.

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PURCHASE ORDER FORM



Lowndes County
 P.O. Box 1349
 Valdosta, GA 31603
 Phone (229) 671-2526

DATE
12/4/2024

PO NUMBER
25-12659

SUPPLIER: 011857
 KELLERMAN CONSTRUCTION INC.
 1418 A HARBIN CIRCLE
 VALDOSTA, GA 31601

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 327 N ASHLEY STREET
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DEPARTMENT COPY

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9. Patent Indemnity. Supplier agrees to indemnify, save harmless and defend Buyer from and against any and all suits, claims, damages, costs, and attorney's fees arising out of or in connection with any infringement or claimed infringement of any United States or foreign patent, trademark or copyright in the manufacture, use or sale of the materials, goods, equipment, or other items furnished under this Purchase Order. In case said item(s) are found to infringe, and the use thereof is enjoined, Supplier shall, at its own expense, either (i) procure for Buyer the right to continue using said item(s), or (ii) at the option of Buyer, either replace the same with equally efficient non-infringing materials, goods, equipment or other item(s), or modify the infringing item(s) without impairing its efficiency so it becomes non-infringing, or remove said infringing item(s) and refund to Buyer the purchase price and the transportation and installation costs thereof.

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FILE COPY

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7. Risk of Loss. Unless the Purchase Order expressly states otherwise, all goods shall be shipped FOB: the "Ship to" location designated in the Form (or if none indicated, FOB to such location in Lowndes County, GA as Buyer may instruct). Risk of loss shall not pass to Buyer until goods called for in this Purchase Order actually have been received and accepted by Buyer at the destination specified herein. Supplier assumes full responsibility for packing, crating, marking, transportation, and liability for loss and/or damage even if Buyer has agreed to pay freight, express or other transportation charges.

8. Indemnity. Supplier hereby agrees to, at its expense, indemnify, defend, protect, and hold Buyer harmless from and against any and all claims, demands, liability, loss, costs, damages or expenses (including attorney fees and costs of settlement) related to or arising from, and to the extent of, any (i) breach by Supplier of any term of this Purchase Order including, but not limited to, these Terms and Conditions or any provision thereof, (ii) violation of any Federal, State or local law, rule, regulation or ordinance in connection with Supplier's providing the materials, goods, equipment, services, or other items supplied hereunder, or the packaging or transportation of same, or (iii) personal injury, including death at any time arising therefrom, or property damage to any person, directly or indirectly resulting from or in any manner connected with the materials, goods, equipment, services, or other items supplied hereunder, or with the performance of this Purchase Order by Supplier and/or its employees or agents or employees or agents of any of Supplier's subcontractors.

9. Patent Indemnity. Supplier agrees to indemnify, save harmless and defend Buyer from and against any and all suits, claims, damages, costs, and attorney's fees arising out of or in connection with any infringement or claimed infringement of any United States or foreign patent, trademark or copyright in the manufacture, use or sale of the materials, goods, equipment, or other items furnished under this Purchase Order. In case said item(s) are found to infringe, and the use thereof is enjoined, Supplier shall, at its own expense, either (i) procure for Buyer the right to continue using said item(s), or (ii) at the option of Buyer, either replace the same with equally efficient non-infringing materials, goods, equipment or other item(s), or modify the infringing item(s) without impairing its efficiency so it becomes non-infringing, or remove said infringing item(s) and refund to Buyer the purchase price and the transportation and installation costs thereof.

10. Assignment; Subcontracting. Neither party may assign this Purchase Order or any benefits arising from this Purchase Order without prior written consent of the other and, unless otherwise agreed upon in writing by the parties, the rights of any assignee shall be subject to all set-offs, counterclaims, and other comparable rights arising hereunder. Except in the case of raw materials, castings, forgings or rough welded structures, or standard commercial goods, or except as otherwise agreed in writing by Buyer, Supplier shall not delegate or subcontract the work on any item of material or service to be delivered or performed under this Purchase Order.

11. Compliance with Laws and Regulations. In the performance of work under this Purchase Order, Supplier, at its expense, shall comply and assure that any materials, goods, equipment, services or other items purchased hereunder, as well as the packaging and transportation of same, comply with all applicable Federal, State or local laws, rules, regulations or ordinances.

12. Chemical Substance Identification. By acceptance of this Purchase Order, Supplier certifies that any chemical substance(s) furnished pursuant to this Purchase Order has been properly labeled, and that proper information on the substance(s), e.g., Material Safety Data Sheets, has been provided to Buyer, pursuant to all Federal, State or local laws and regulations.

13. Changes; Termination. Buyer, by written notice, may modify or terminate this Purchase Order, in whole or in part. In the event this Order is so modified or terminated as a result of Supplier's default or breach, the Supplier shall be liable for all damages allowed in law or equity, including any loss of Buyer or excess cost of reprocurring similar items. If this Purchase Order is modified or terminated for the convenience of Buyer, Supplier will be compensated to the extent that items have been accepted by Buyer prior to the effective date of such modification or termination. Other than to this extent, Buyer shall not be liable to Supplier for any damages on account of its failure to accept any or all of the items ordered. Buyer may immediately cancel this Purchase Order in the event of insolvency of Supplier, an assignment by Supplier for the benefit of its creditors, or the filing by or against Supplier of a voluntary or involuntary petition in bankruptcy. Except as set forth in this Section 13, this Purchase Order shall only be modified in writing executed on behalf of Buyer by its Finance Director or County Manager, and no waiver or modification shall be by any oral agreement or inferred from any course of conduct or dealings. Supplier's warranties, and its liability for defective or non-conforming work or goods, as well as Sections 5, 6, 8, 9, 10, 11, 12, and 13 of these Terms and Conditions, shall survive termination and remain in full force and effect. ****

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: 2025 Georgia Department of Transportation Local
Maintenance and Improvement Grant (LMIG) Application

DATE OF MEETING: January 14, 2025

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: 2025 LMIG Application

HISTORY, FACTS AND ISSUES: As a part of the Georgia Department of Transportation Local Maintenance and Improvement Grant Program, Lowndes County has been allocated \$1,366,958.46 for FY 2025. As a part of this grant program, Lowndes County will be responsible for a minimum 10% match in local funding, which is allocated in SPLOST VIII. The grant money is proposed to be used for resurfacing the roads listed in the attachment in the board packet.

OPTIONS: 1. Approve the Chairman to sign the 2025 LMIG application.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2025
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Bill Slaughter (Name), the Chairman (Title), on behalf of Lowndes County Board of Commissioners (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

46621
E-Verify Number

_____ (Signature)

Sworn to and subscribed before me,

Bill Slaughter (Print)

This ____ day of _____, 20 ____.

Mayor / Commission Chairperson

In the presence of:

January 14, 2025 (Date)

NOTARY PUBLIC
January 14, 2025

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY PUBLIC SEAL:

January 14, 2025

Mr. Shannon Bradford
Georgia DOT
710 W 2nd Street
Tifton, GA 31794

Re: LMIG 2025

Mr. Bradford,

Attached is the completed Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG) Application for Fiscal Year 2025. Also attached is the 2025 LMIG Project Report for Lowndes County. As an update to the Fiscal Year 2024 LMIG Grant, Lowndes County has completed all of the resurfacing projects under the 2024 LMIG Grant. If you have any question regarding the 2025 Application and Project list or the 2024 update, please feel free to contact me.

Respectfully Submitted,

Bill Slaughter
Chairman

Cc: Paige Dukes, Lowndes County Manager
Michael Fletcher, P.E. County Engineer
Chad McLeod, Director of Engineering Services
Walt Deloach, Project Manager

2025 LMIG PROJECT REPORT

County/City Lowndes County

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost
New Statenville Hwy	Valdosta City Limits	Inner Perimeter Road	1.67	Resurfacing	\$665,000
Eastview Dr	Hilltop Dr	Meadowdale Dr	0.12	Resurfacing	\$35,000
Hilltop Dr	Johnson Hill Dr	Johnson Rd SE	0.20	Resurfacing	\$59,000
Hillway Dr	Meadowdale Dr	MD Guess Rd	0.20	Resurfacing	\$60,000
Johnson Lake Dr	Hilltop Dr	MD Guess Rd	0.33	Resurfacing	\$96,000
MD Guess Rd	Meadowdale Dr	Johnson Lake Dr	0.14	Resurfacing	\$43,000
Meadowdale Dr	Johnson Lake Dr	MD Guess Rd	0.31	Resurfacing	\$94,000
Johnson Hill Dr	New Statenville Hwy	Hilltop Dr	0.27	Resurfacing	\$82,000
Beaver Run Rd	Whitewater Rd	Quail Nest Dr	0.32	Resurfacing	\$93,000
Quail Nest Dr	Beaver Run Rd	Twin Oaks Rd	0.09	Resurfacing	\$26,000
Twin Oaks Rd	Whitewater Rd	Quail Nest Dr	0.31	Resurfacing	\$91,000
Johnson Rd SE	Hickory Grove	SR 94	1.19	Resurfacing	\$350,000

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Local Bridge Replacement at Jumping
Gully Road at Bevel Creek (0019937)

DATE OF MEETING: January 14, 2025

Work
Session/Regular
Session

BUDGET IMPACT: \$50,000.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Bridge Replacement on Jumping Gully Road at Bevel
Creek (0019937)

HISTORY, FACTS AND ISSUES: The Georgia Department of Transportation (GDOT) has identified the bridge on Jumping Gully Road at Bevel Creek as a candidate for replacement in its Local Bridge Replacement Program (LOCBR). In the LOCBR program the department will fund preliminary engineering, utility coordination and reimbursement, construction, and a portion of the right of way phase. GDOT has designated the project as Tier 1 meaning Lowndes County would have a financial commitment of \$50,000.00. GDOT is asking for a response confirming support and the financial participation. Once GDOT receives a letter of support, a Memorandum of Agreement will be routed for approval.

OPTIONS: 1. Approve the Chairman to sign the letter as presented.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

*Lowndes County
Board of Commissioners*

Bill Slaughter, Chairman



*Joyce E. Evans, District 1
Scott Crenstein, District 2
Mark Wisenbaker, District 3
Demarcus Marshall, Ph.D. District 4
Michael Smith, District 5*

Post Office Box 1349 • Valdosta, GA 31603-1349 • Phone (229) 671-2400 • Fax (229) 245-5222

January 14, 2025

Neoma Cole Walker, P.E.
Bridge Program Manager
600 West Peachtree St.
N.W. 24th Floor
Atlanta, GA 30308

Re: Lowndes County Local Bridge Replacement on Jumping Gully Road at Bevel Creek (0019937)

Ms. Walker,

The Lowndes County Board of Commissioners agrees to support the Local Bridge Replacement Program (LOCBR) in the replacement of the Jumping Gully Rd Bridge at Bevel Creek, 6 miles SW of Lake Park (0019937). With the Jumping Gully Road Bridge designated as a Tier 1 project, Lowndes County agrees to the required financial support of \$50,000 to be used toward the completion of this project. We look forward to receiving the Memorandum of Agreement for this project.

Respectfully Submitted,

Bill Slaughter
Chairman

Cc: Paige Dukes, County Manager
Mike Fletcher, P.E., County Engineer
Chad McLeod, Director of Engineering
Scott Chamberg, District Engineer
William Wright, Local Grants Administrator



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

December 9, 2024

Bill Slaughter
Chairman
Lowndes County Board of Commissioners
327 N. Ashley St.
Valdosta, GA 31601

RE: Request for Comments on GDOT Local Bridge Replacement Candidates
Jumping Gully Rd at Bevel Creek, 6 MI SW of Lake Park – TIER I (0019937)
Lamar Street at Sugar Creek, Valdosta – NW Section – TIER III (0020144)

Dear Mr. Slaughter:

The GDOT Bridge Office has identified these two bridge projects located in Lowndes County as candidates for replacement in its Local Bridge Replacement Program (LOCBR). These bridges were identified as deficient, weight-restricted bridges, and did not meet the eligibility requirements for the Low Impact Bridge Program and were programmed for replacement in the LOCBR.

In the LOCBR program, the Department will fund preliminary engineering, utility coordination and reimbursement (if applicable), construction, and a portion of the right-of-way phase. Based on the anticipated complexity of the replacement, candidate bridges in the LOCBR Program are designated as Tier I, II, or III projects. Each local government that selects to participate will need to provide financial support and agree to pay a portion of the cost of right-of-way based on the selected Tier for the projects. The first of these projects is designated as a Tier I project and would require a financial commitment of \$50,000 per Project. The second of these projects is designated as Tier III projects and would require a financial commitment of \$100,000 per Project. The Department will acquire the necessary right-of-way and let the project to construction. Right-of-way impacts will be minimized by way of practical bridge design.

The purpose of this letter is to solicit Lowndes County's input concerning the replacement of these bridges referenced in the table below. The County's response is requested by January 9, 2025, confirming support and financial participation for the replacement of these bridges. The County's timely response is appreciated as preliminary engineering is underway and coordination to confirm financial support and funding years is requested. A Memorandum of Agreement (MOA) will be routed after the Bridge Office receives confirmation and support. A sample MOA is attached for review and details the financial agreement and responsibilities for both parties. When the MOAs are approved and fully executed by both parties, the Department will issue invoices to

Bridge Structure ID	Project Number	Tier	PE	ROW	UTL/CST
185-5008-0	0019937	I	FY 2024	FY 2027	FY 2029
185-5033-0	0020144	III	FY 2025	FY 2027	FY 2029

request payment. Once the funds are received, they will be applied to the ROW phase and any unused balance will be refunded to the County after the projects are completed.

Please submit responses, questions, comments, or budgeting concerns associated with this project via email to LocalBridges@dot.ga.gov or nwalker@dot.ga.gov, or call Neoma Walker, Bridge Program Manager at 404-985-1545. Thank you for your attention and cooperation in this matter.

Sincerely,

Donn Digamon

2024.11.26

14:19:36-05'00'



Donn P. Digamon, P.E.
State Bridge Engineer

DPD:CEF

Attachments

cc: William Wright - Local Grants Administrator
Scott Chambers - District Engineer

**SAMPLE
DOCUMENT ONLY**

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
[INSERT LOCAL GOVERNMENT NAME]
FOR
RIGHT OF WAY**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and **[INSERT LOCAL GOVERNMENT NAME]**, acting by and through its Chairman and Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. **[INSERT PROJECT NUMBER & PROJECT DESCRIPTION HERE]** (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way ("ROW") Phase (hereinafter called the "ROW Phase") for the PROJECT; and

WHEREAS, the DEPARTMENT has determined guidance for estimating the amount contributed by each Local Government for ROW contributions for each PROJECT based on the level of complexity for the particular project; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount for the ROW Phase to the DEPARTMENT as set forth herein; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**
 - a. Based on the assessed level of complexity and subject to the provisions of this Section 2 of the Agreement, the LOCAL GOVERNMENT shall be responsible for providing payment in the amount of **[one hundred thousand dollars (\$100,000.00)]** to the DEPARTMENT within thirty (30) days from the date listed on the GDOT invoice and billing request.
 - b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:

Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

- c. If there is an unused balance after completion of all the phases of the PROJECT for the PROJECT, pending audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- d. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
- e. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence.
- f. If, for any reason, the LOCAL GOVERNMENT does not make payment to the DEPARTMENT pursuant to Section 2(a) above, the DEPARTMENT reserves the right, where applicable, to delay or cancel the PROJECT.

3. COMPLIANCE WITH APPLICABLE LAWS.

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- b. The provisions of O.C.G.A. §50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug Free Workplace Act" have been complied with in full, as stated in **Appendix A** of this Agreement.
- c. The LOCAL GOVERNMENT has read and understands the regulations for the State Audit Requirement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, the undersigned, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-1 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall comply with O.C.G.A. § 25-9-1 et. seq, Georgia Underground Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT is and shall be at all times, in compliance with the Federal Work Authorization Program. LOCAL GOVERNMENT agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance.
- h. The LOCAL GOVERNMENT hereby agrees that it shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment

(O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

- i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

4. MISCELLANEOUS

- a. Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

GEORGIA DEPARTMENT OF TRANSPORTATION Attn: [REDACTED] Title: [REDACTED] Address: 600 West Peachtree NW, Atlanta, GA 30308 Phone: [REDACTED] Email: [REDACTED]	[LOCAL GOVERNMENT] Attn: [REDACTED] Title: [REDACTED] Address: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
--	---

- b. The individual signing this Agreement on behalf of each party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such party, and to bind such party to the terms and conditions of this Agreement.
- c. This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
- d. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- f. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- g. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
- h. It is mutually agreed between the parties hereto that this Agreement shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

- i. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES TO FOLLOW]

SAMPLE

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives as of the Effective Date.

GEORGIA DEPARTMENT OF
TRANSPORTATION

[LOCAL GOVERNMENT]

By: _____

By: _____

Name: Russell McMurry

Name: _____

Title: Commissioner

Title: _____

Attest: _____

Attest: _____

Name: _____

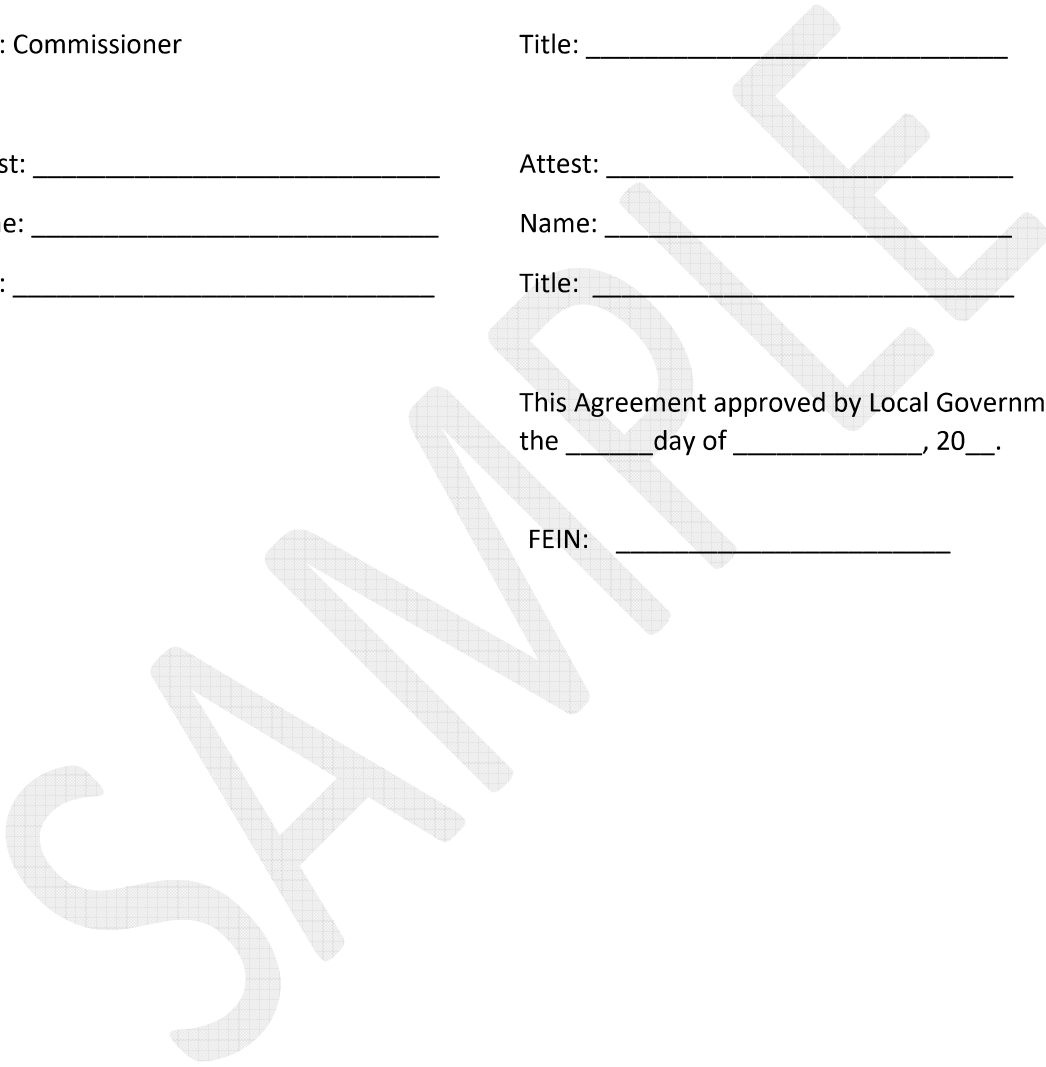
Name: _____

Title: _____

Title: _____

This Agreement approved by Local Government,
the _____ day of _____, 20__.

FEIN: _____



**APPENDIX A
CERTIFICATION OF LOCAL GOVERNMENT
DRUG FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of _____
whose address is _____ and it is also certified that:

1. The provisions of Section 50 24 1 through 50 24 6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and
2. A drug free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with _____
_____, _____ certifies to the LOCAL
GOVERNMENT that a drug free workplace will be provided for the subcontractor's employees
during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official
Code of Georgia Annotated Section 50 24 3"; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

Name: _____

Title: _____

**APPENDIX B
CERTIFICATION OF COMPLIANCES
WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the Agreement period:

- (a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning and Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the Agreement period.

Date

Signature

Name: _____

Title: _____

Appendix C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Solicitation/Contract No./ Call No. or Project Description:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent
of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, _____

Notary Public

[NOTARY SEAL]

My commission expires: _____



Interoffice Memo

DATE: January 17, 2019
FROM: Bill DuVall, State Bridge Engineer
TO: File
RE: Local Bridge Replacement Program (LOCBR) – Guidance for Estimating Right-of-Way Contributions by Local Governments

The Local Bridge Replacement Program (LOCBR) relies on a commitment of the local government contributing to the project in the right-of-way phase. The Department funds preliminary engineering, utility coordination, construction, and a portion of the right-of-way phase in this Program. After the local government's initial letter of support is received, a Memorandum of Agreement (MOA) is drafted to include the local government's portion of the right-of-way phase. Guidance for estimating the amounts will be based on a project's anticipated complexity as defined in the following table:

Level of complexity	Local Government Contributing Amount to ROW Phase ¹	Notes
Tier 1	\$50,000	Utilizes offsite detour with candidate bridge restored in-place.
Tier 2	\$75,000	Likely on-site detour or potentially stage construction with greater footprint than Tier 1.
Tier 3	TBD (\$100,000 or as determined by ROW recommendation)	Defined as more complex bridge replacement, (potentially off-set alignment) with larger impacts than Tier 2.

¹Right-of-way impacts will be minimized by way of practical bridge design and any additional right-of-way costs or needs determined after the execution of the MOA will be the Department's responsibility. Any unused portion of the requested amount will be refunded to the local government.

Local Bridge Replacement Program (LOCBR) Letter

January 17, 2019

Page 2

Tiers are determined by committee of the State Bridge Engineer, Bridge Program Specialist and Bridge Program Manager with recommendation from the Bridge Program Management Team. Based on the tier assigned to the candidate bridge, the local government will be required to submit the requested amount as provided in the MOA. Both the letter of support and contributed amount must be received prior to the initiation of the project development. The Department will acquire the necessary right-of-way and let the project to construction.

Guidance for estimating the right-of-way costs will be re-evaluated periodically for subsequent batches of LOCBR projects. The values in the table may be modified based on observed trends with current and previous LOCBR projects.

If you have any questions or comments concerning this project, please contact Carol Kalafut of the Office of Bridge Design at ckalafut@dot.ga.gov or (404) 631-1882.

cc: Kim Nesbitt, Office of Program Delivery
Attn.: Chandria Brown and Sean Phar

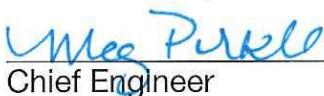
WMD:CIK

Concur:



Director of Engineering

Approved:



Chief Engineer

2/4/19

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Union Road Lift Station Pump Replacement

DATE OF MEETING: January 14, 2025

Work
Session/Regular
Session

BUDGET IMPACT: \$51,196.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Union Road Lift Station Pump Replacement.

HISTORY, FACTS AND ISSUES: The Union Road Lift Station is on the north end of the county serving Creekside West and Frank's Creek subdivisions. This is a duplex station with 45hp pumps. One of the pumps is in need of major repairs. The pump was pulled and sent to Xylem for repairs. After break down and evaluation the repair quote is \$45,761.60. The quote for a new replacement pump is \$51,196.00. Staff recommends approval to purchase the new replacement pump from Xylem for \$51,196.00.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Xylem Water Solutions USA, Inc.
Flygt Products

December 4, 2024

128 A Airport Park Drive
Garden City, GA 31408
Tel (912) 966-1577
Fax (912) 966-1579

LOWNDES CNTY UTILITES DEPT
PO BOX 1349
VALDOSTA GA 31603-1349

Quote # R2024-SAV-0350
Project Name: Lowndes **UNION ROAD** 3201.180-0750013
repair
Job Name: Lowndes Co **UNION ROAD** 3201.180-0750013 repair

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Block 1			
Qty	Description	Unit Price	Extended Price
1	KEY,PARALLEL 14X9X70MM STEEL	\$ 10.00	\$ 10.00
2	SCREW,SLOTTED M4 X 12 SS	\$ 4.30	\$ 8.60
1	SCREW,ALLEN M16 X 60 SS	\$ 25.00	\$ 25.00
2	GROMMET,CR 31ID 52OD 22L	\$ 43.00	\$ 86.00
55	CABLE,SUBCAB AWG 6/3-2-1-GC+ 31MM	\$ 60.00	\$ 3,300.00
1	PIPE,BRASS	\$ 71.00	\$ 71.00
1	BRACKET,SLIDING 3" CI	\$ 2,777.00	\$ 2,777.00
1	RING,WEAR STATIONARY STEEL/NBR	\$ 263.00	\$ 263.00
1	PLATE,LOCKING 304	\$ 25.00	\$ 25.00
1	IMPELLER,C HT CODE 457 CI	\$ 5,898.00	\$ 5,898.00
1	STATOR,27-26-4A 230/460V	\$ 5,269.00	\$ 5,269.00
1	PIPE BEND	\$ 267.00	\$ 267.00
2	BRACKET,STEEL	\$ 467.00	\$ 934.00
1	CASING,OUTER STEEL	\$ 4,934.00	\$ 4,934.00
1	RING,SPACER CI	\$ 3,264.00	\$ 3,264.00
1	COVER,ENTRANCE CI	\$ 1,653.00	\$ 1,653.00
1	TERMINAL BOARD UNIT	\$ 786.00	\$ 786.00
1	HOUSING,CONNECTION CI	\$ 3,692.00	\$ 3,692.00
1	KIT,REPAIR BASIC 3170/3201	\$ 9,091.00	\$ 9,091.00
1	FLANGE,ENTRANCE CI	\$ 304.00	\$ 304.00
21	LABOR,SVC FLYGT,NO TAX Z4-TP MODELS: 3000,7000,8000	\$ 140.00	\$ 2,940.00
1	ENV FEE 11-50HP TP ENVIRONMENTAL FEE	\$ 95.00	\$ 95.00
1	SHOP SUPPLIES-MEDIUM PUMPS TP MISC SUPPLIES FOR REPAIR	\$ 69.00	\$ 69.00
Total Price			\$ 45,761.60

Terms & Conditions



Sincerely,



Scott Adams
Sales Representative
Phone: 912-966-1577
Cell: 912-271-4081
scott.adams@xylem.com
Fax: 912-966-1579



Will Tomberlin
Sales Representative
Phone: 912-966-1577
Cell: 912-665-4300
will.tomberlin@xylem.com
Fax: 912-966-1579





Xylem Water Solutions USA, Inc.
Flygt Products

January 6, 2025

128 A Airport Park Drive
Garden City, GA 31408
Tel (912) 966-1577
Fax (912) 966-1579

LOWNDES CNTY UTILITES DEPT
PO BOX 1349
VALDOSTA GA 31603-1349

Quote # 2024-SAV-0566 Alternate 2, Version 1
Project Name: LOWNDES COUNTY
Job Name: Union County Replacement

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

3202 45HP 462 IMP

Qty Description
NOTES:

Please confirm 230V
Please confirm if FLS is required
Existing 47HP pump is rated at 116 Amp

1 Flygt Model NP-3202.185 6" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 45 HP 1750 RPM motor, 462 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, volute is prepared for Flush Valve

(Like 3202.185-0856 except no FLS)
1 SHIPPING AND HANDLING-NO TAX

3202 45HP 462 IMP Price USD \$ 51,196.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.
Taxes: State, local and other applicable taxes are not included in this quotation.



Cell: 404-831-4726
kirsten.royals@xylem.com
Fax: 770-932-4321



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: GEFA Loan Modification

DATE OF MEETING: January 14, 2025

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: GEFA Loan Modification

HISTORY, FACTS AND ISSUES: Lowndes County received a loan from Georgia Environmental Finance Authority (GEFA) for a project to rehabilitate the sewer collection system and related appurtenances. This project has taken longer to complete than initially anticipated. After consulting with GEFA it was recommended that the loan be modified to extend the completion date to June 2026 for the manhole and lift station rehab. Staff recommends approval and authorize the Chairman to sign the modification documents.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: GEFA Loan DWLSL2023097 for Lead Service Line Inventory

Work
Session/Regular
Session

DATE OF MEETING: January 14, 2025

BUDGET IMPACT: \$635,000.00

FUNDING SOURCE:

- Annual
- Capital
- GEFA Loan
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: GEFA Loan DWLSL2023097 for Lead Service Line
Inventory

HISTORY, FACTS AND ISSUES: The Georgia Environmental Finance Authority (GEFA) offers funding through the Drinking Water State Revolving Fund, specifically for the lead service line inventory requirement. The lead service line inventory is a requirement from EPA and GA EPD for all public water systems. The loan can be used for engineering, administration, service line investigation and potholing, devices and equipment. Lowndes County has been approved for a \$635,000.00, loan with a 3.25% interest rate and a potential forgiveness of \$190,000.00, if all funds are used. Staff recommends approval and authorize the Chairman to sign the documents.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Amendment #1 to Windstream Build Agreement

DATE OF MEETING: January 14, 2025

Work
Session/Regular
Session

BUDGET IMPACT: \$0

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Amendment #1 to Windstream Build Agreement

HISTORY, FACTS AND ISSUES: On March 28, 2023, the County entered into a Build Agreement with Windstream Georgia Communications, LLC and Kinetic Fiber, LLC regarding the County's Broadband Expansion Infrastructure project. On May 17, 2023, the United States Treasury published an update to the State and Local Fiscal Recovery Fund Supplementary Broadband Guidance. The update by Treasury resulted in the Georgia Office of Planning and Budget amending the Terms and Conditions with the County to reflect the updated Treasury guidance and to designate the County's Broadband Infrastructure grant as a Fixed Amount Subaward. As the County serves as a pass-through entity in regard to this award, Amendment #1 to the Build Agreement passes the updated Treasury guidance and fixed amount subaward designation through to Windstream Georgia Communications, LLC and Kinetic Fiber, LLC.

Attached is the proposed Amendment #1 to the Build Agreement between the County and Windstream Georgia Communications, LLC and Kinetic Fiber, LLC, the executed Build Agreement between the County and Windstream Georgia Communications, LLC and Kinetic Fiber, LLC, and the Amended Broadband Infrastructure Award Terms and Conditions between the County and the Georgia Office of Planning and Budget.

OPTIONS: 1. Approve and authorize the Chairman to sign Amendment #1 to the Build Agreement as presented.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Finance

DEPARTMENT HEAD: Rachel Bowen

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**AMENDMENT #1 TO BUILD AGREEMENT BETWEEN
Lowndes County AND Windstream Georgia Communications, LLC,
and Kinetic Fiber, LLC (collectively “WIN”)**

WHEREAS, the County and WIN are parties to a Build Agreement, dated March 28, 2023, pursuant to which the County agreed to utilize the proceeds of a Georgia State and Local Fiscal Recovery Fund (SLFRF) Grant awarded to the County by the Georgia Office of Planning and Budget (“OPB”) for the purpose of enabling WIN to develop valuable broadband facilities for community residents, and

WHEREAS, the parties acknowledge that they entered into this Build Agreement prior to the United States Treasury’s (“Treasury”) updated SLFRF Supplementary Broadband Guidance published May 17, 2023, and

WHEREAS, the parties acknowledge that pursuant to this updated Treasury guidance, OPB amended its Terms and Conditions with the County concerning the OPB’s administration of its SLFRF grant program to reflect the updated Treasury guidance and to designate the County’s SLFRF grant as a Fixed Amount Subaward.

NOW THEREFORE, the parties agree that the Grant Funds awarded to WIN by the County, as a pass-through entity, are classified as a Fixed Amount Subaward, exempt from cost principles and procurement practices of the Uniform Guidance and that the updated Treasury guidance regarding the application of the Uniform Guidance to broadband infrastructure projects and the designation of Grant Funds as a Fixed Amount Subaward applies to this Build Agreement.

IN WITNESS WHEREOF, this Amendment has been duly executed by the authorized representatives of the parties.

County

By: _____
Name: _____
Title: _____

WIN

By: _____
Name: _____
Title: _____

BUILD AGREEMENT

This Build Agreement (this “Agreement”) is made effective the 28th day of March 2023, by and between Windstream Georgia Communications, LLC, and Kinetic Fiber, LLC (collectively “WIN”), and Lowndes County, Georgia (“County” or the “County”) (individually a “party,” collectively the “parties”).

In consideration of the mutual covenants and agreements, the parties hereto do mutually covenant and agree as follows:

INTRODUCTION

1. **Purpose.** The County submitted an application for and received an award of \$21,783,961 in Georgia State and Local Fiscal Recovery Fund grants (the “Funds”) for the purpose of paying a portion of the cost of designing, constructing, installing, and implementing a fiber-optic broadband network capable of minimum speeds of 100 Mbps download and 100 Mbps upload in areas of Lowndes County currently designated as unserved or underserved. WIN partnered with the County in connection with the application for the Funds and agrees it will design, construct, install, and implement a broadband network in such areas of Lowndes County according to plans and specifications agreed upon by the parties. The use of the Funds will enable WIN to develop valuable telecommunications facilities for community residents, particularly the increased availability of telemedicine services, distance learning, and telework. Since the total cost of the Project is estimated to be \$39,420,865, WIN has agreed it will pay the cost of the Project in excess of the amount of the Funds estimated to be \$17,636,904.
2. **Need for Fiber Optic System.** Both WIN and the County recognize the need for installation of certain telecommunications facilities/broadband services within the County to meet the increasing capacity demand of residents by increasing speeds available to all residents of the County and especially to those residents located in areas of the County which may be considered unserved or underserved.
3. **Project Funding.** Subject to the County’s receipt of the final approval of the Project from the appropriate federal and state agencies with authority to do so and the disbursement of the Funds to the County, the County will provide the Funds to WIN to utilize to pay the cost to design, construct, and install the project described below (the “Project”) within the limits of the County pursuant to the terms and conditions of this Agreement. The County shall not be obligated to disburse the Funds to WIN until the County has received the Funds. After all Funds have been paid to WIN, the remaining costs of constructing the Project will be paid by WIN. The County will pay and WIN will receive the Funds in consideration of WIN’s agreement to install broadband infrastructure in the area covered by the Project. If state or federal auditors disallow some portion of the Funds or the Funds are otherwise limited by actions of the state or federal government, neither party will be required to make up the difference, and the parties will work together to reach mutual agreement on how to adjust the scope of the Project to compensate for the reduced amount of the Funds.

THE PROJECT

4. **Project.** The Project entails WIN constructing fiber as generally shown on the drawing attached hereto as **Attachment A** in order to expand high-speed internet services to approximately 16,193 household locations and 1,434 commercial locations within the County. The location count is based upon internal address data WIN obtained from multiple vendors. Upon completion of the Project, WIN will be able to offer and will offer broadband service to each location within the Project area utilizing the facilities constructed as part of the Project, which newly constructed facilities may be connected to existing facilities. Additionally, as part of the Project, WIN will upgrade the electronics within this area, if necessary, in order to provide broadband speeds of at least one (1) gigabit download and upload to the locations within the County as shown on **Attachment A**. Certain multiple dwelling units within the Project area may require internal wiring upgrades beyond the scope of the Project in order to receive broadband speeds of at least one (1) gigabit download and upload. Commercial properties within the Project area may require additional wiring/cabling inside the premises that will be the property owner's responsibility.
5. **Project Costs and Use of Project Revenues.** The Funds will be used solely for costs incurred to complete the aspects of the Project described in **Attachment B** and for no other purpose.
6. **Funds.** The Funds shall be disbursed to WIN via wire transfer or check. County will use its best efforts to submit all requests for any disbursements of Funds at the earliest opportunity that County would be entitled to such disbursement. Monthly WIN will provide to County such documentation that is necessary for County to seek reimbursement from the Georgia State and Local Fiscal Recovery Fund (the "Reimbursement Documentation"). County commits to request reimbursement from the Georgia State and Local Fiscal Recovery Fund within ten (10) days of receiving the Reimbursement Documentation. County further commits to pay to WIN any portion of the Funds distributed to County within ten (10) days of receipt, unless a longer or shorter timeframe is required by the Terms and Conditions, as that term is defined below.
7. **Political Activity.** No portion of the Funds will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
8. **Prohibition Against Payment of Bonus or Commissions.** No portion of the Funds will be used in payment of any bonus or commission for the purpose of obtaining any approval or concurrence under this Agreement.
9. **Reporting.** County agrees to prepare and submit all reporting required in connection with its receipt of the Funds (the "State Reporting"), including financial reports, performance (technical) reports, and annual reports. On a quarterly basis, or more frequently if required by the State Reporting standards, WIN will provide County, in a timely manner, with information within its possession, in its control, or which WIN can reasonably obtain, necessary for County to fulfill its State Reporting obligations. County agrees that it will

not alter any information provided to it by WIN to be used for State Reporting or other purposes, without first obtaining WIN's written consent. To the extent possible, County will arrange for WIN to have read-only access to any State Reporting electronic portals, but County will still be responsible for completing and submitting all State Reporting. WIN agrees that it will provide County with such assistance as is reasonably necessary to allow County to comply with the American Rescue Plan Act State Fiscal Recovery Fund Broadband Infrastructure Award Terms and Conditions, including those terms listed in Exhibit B thereto, as executed on behalf of the County on April 18, 2022, (the "Terms and Conditions") and that it will comply with such portions of the Terms and Conditions and federal and state law that are applicable to WIN as a for-profit subrecipient of the Funds. The Terms and Conditions are attached as **Attachment C**. The execution of the Terms and Conditions on behalf of the County on April 18, 2022, is hereby ratified by the County.

CONSTRUCTION

10. WIN Responsibilities.

- a. All work on the Project will conform to the plans described in **Attachments A and B**.
- b. The Project shall be performed in a workman like fashion in keeping with the prevailing industry standards, in accordance with all applicable building, electrical, and safety codes, and in accordance with plans and specifications upon which the parties mutually agree.
- c. Upon completion of the Project, WIN shall notify the County.
- d. WIN shall be responsible for Project Costs that exceed the amount of the Funds.

- 11. Completion Date.** The parties agree to use commercially reasonable efforts to have the Project completed on or before December 31, 2024. The Project will be complete for purposes of this Agreement upon the completion of all construction required by this Agreement, the payment of all subcontractors, the execution and delivery of final lien waivers and releases by all subcontractors, the provision by WIN of a properly executed final release and waiver of all liens in favor of WIN, the completion of all punch list items reasonably required by the County, the conclusion of all operational testing, the submission by WIN of all financial, performance, and other reports required by the terms and conditions of the award of the Funds to the County.

LEGAL INTERESTS/RIGHTS IN CONSTRUCTED PROJECT

- 12. Project Ownership.** The County will have no ownership right or interest in any part of the Project and hereby irrevocably grants, sells, transfers, conveys, sets over, and assigns any interest that it may have or may in the future obtain in the Project to WIN. WIN retains full legal and/or beneficial title, to any and all components of the Project, including during construction, and the components will be utilized as part of the WIN network. WIN will operate the Project in compliance with applicable federal, state, and local statutes, ordinances, and regulations, will be the end user services provider to all end users being provided broadband service utilizing the Project, and will provide for all billing, customer relations, and marketing with respect to the Project. The County will have no responsibility

for any such matters. Additionally, WIN will manage the Project's assets for their most efficient use, consistent with current management practices of the WIN network, including transferring title to, or allowing use by, other parties.

GENERAL TERMS & CONDITIONS

13. **Term**. This Agreement shall become effective as of the date first written above and shall expire upon completion of the Project. Notwithstanding the expiration of this Agreement upon the completion of the Project, WIN will continue to provide commercially reasonable assistance to the County in responding to any subsequent audits of the Project by governmental authorities.
14. **Relationship of Parties**. Each party shall perform its duties under this Agreement, and neither party has the authority to create binding obligations or liabilities on the part of other party through the first party's actions.
15. **Warranties**. Each party represents and warrants that the entry and performance of this Agreement are within the powers of the respective party; have been duly authorized by all necessary actions; have received all necessary approvals; do not contravene any law, regulation, decree, or any contractual obligations; and will be the legal and binding obligations of the party.
16. **Successors and Assigns**.
 - a. **Generally**. This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and permitted assigns. Unless otherwise set forth herein, neither of the parties may assign this Agreement to any other person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
 - b. **Exceptions**. Notwithstanding the foregoing,
 - (i) Unless prohibited by the Terms and Conditions, WIN may assign this Agreement without the consent of the County to any WIN affiliate, to the surviving entity into which WIN may merge or consolidate, or to any entity to which WIN transfers all, or substantially all, of its business and assets or its stock or all or a substantial portion of its assets located within the limits of the County, provided such assignee shall assume in writing all of WIN's obligations to the County under this Agreement;
 - (ii) Unless prohibited by the Terms and Conditions, WIN may, at any time, transfer its ownership interest in any of the Project components to any WIN affiliate without the consent of County, provided WIN shall remain the provider of broadband services utilizing the Project unless the transferee accepts such responsibility in writing; and
 - (iii) WIN shall also have the right, without the consent of the County, to assign or otherwise transfer this Agreement as collateral to any lender to WIN (or lender to any successor or assign of WIN); provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, except that any lender shall not incur any obligations under this

Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement.

17. **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, and shall be deemed to have been duly given (a) on the date of personal delivery, (b) on the date of delivery to a nationally recognized overnight delivery service, or (c) on the date of deposit in the U. S. mails, postage prepaid, by certified mail, return receipt requested, in each case addressed as follows, or to such other addresses as shall be designated from time-to-time by the parties:

If to WIN to:

Windstream Georgia Communications, LLC
Kinetic Fiber, LLC
Staff Manager – Government Programs
4001 North Rodney Parham Road
Mailstop KINETIC #1207
Little Rock, AR 72212

With a copy to:

Windstream Georgia Communications, LLC
Kinetic Fiber, LLC
4001 North Rodney Parham
Mailstop: B1F03-71A
Little Rock, AR 72212
Attention: Legal Department

If to the County:

Lowndes County, Georgia
327 North Ashley Street
Valdosta, GA 31601
Attn: County Manager

With a copy to:

Elliott Blackburn PC
3016 North Patterson Street
Valdosta, GA 31602

18. **Force Majeure.** In the event WIN or the County is delayed in or prevented from performing any of its respective obligations under this Agreement due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of insurrection, acts

of civil or military authority, fires, floods or earthquakes, fiber cuts, inability to procure necessary supplies due to global or national supply chain shortages, impacts or effects of pandemics or epidemics on labor needs or goods and services, or other causes beyond the reasonable control of the party delayed, then such delay or nonperformance shall be excused. If any such delay or nonperformance due to the foregoing causes or events occurs or is anticipated, the party affected shall promptly notify the other party in writing of such event or expected event and the cause and estimated duration of such event. The party affected by such event shall, at no cost to the other party, exercise due diligence to shorten or avoid the delay or nonperformance and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay or nonperformance.

19. **Limitation of Liability.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
20. **Disclaimer.** THERE ARE NO AGREEMENTS, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
21. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same document.
22. **Expenses.** Except as otherwise expressly provided herein, each party shall bear the costs and expenses incurred by it in negotiating, entering into, and performing any of its obligations under this Agreement.
23. **Headings.** The headings of this Agreement are inserted for convenience only and shall not be deemed to be a part hereof.
24. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia applicable to contracts made and to be performed entirely in that state, without regard to the conflicts of laws rules of that state. The parties agree that the proper venue for a matter brought by either party shall be in a state or federal court located within Lowndes County, Georgia.
25. **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof or thereof shall not in any way be affected or impaired thereby. If this Agreement shall be held to be unenforceable against either party, the enforceability of such

agreement against the other party hereto shall not in any way be affected or impaired thereby.

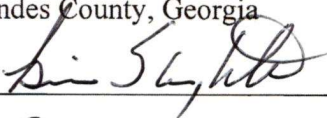
- 26. WAIVER OF JURY TRIAL.** TO THE EXTENT AUTHORIZED BY GEORGIA LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTION OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, AND ENFORCEMENT HEREOF.
- 27. Binding Agreement.** This Agreement, including the attachments, embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous oral or written agreements between the parties, and once this Agreement has been executed, any amendments hereto must be made in writing and signed by both parties.
- 28. Right-of-Way Agreements.** To the extent possible, the County will assist WIN in securing any easements or right-of-way agreements necessary for the Project in an efficient and timely manner, and at a commercially reasonable cost. County hereby grants to WIN the right to enter upon any County rights-of-way or easements necessary to complete the Project.
- 29. Insurance.** WIN shall maintain, at its sole cost and expense, the following insurance coverages with respect to the Project:
- a. Workers' compensation insurance in such amounts as may be required by Georgia law;
 - b. General liability insurance in the amount of at least One Million Dollars (\$1,000,000.00), naming the County as an additional insured;
 - c. Automobile/motor vehicle liability insurance in the total amount of at least One Million Dollars (\$1,000,000.00), including bodily injury coverage of at least One Million Dollars (\$1,000,000.00) and property damage coverage of at least One Million Dollars (\$1,000,000.00), naming the County, as an additional insured.
 - d. Property Damage Insurance in the amount of at least One Million Dollars (\$1,000,000.00), naming the County as an additional insured.
- Proof of the purchase of such insurance by WIN shall be provided to County within ten (10) calendar days after the final execution of this Agreement by the parties.
- 30. Drug-Free Workplace.** WIN shall provide written certification to County that it operates a drug-free workplace in accordance with OCGA § 50-24-2 through OCGA § 50-24-6.
- 31. Indemnification.** WIN shall defend, indemnify, and hold harmless the County, and its elected officials, employees, agents, and independent contractors, from and against all liabilities, lawsuits, actions, and claims of every character whatsoever incurred or brought for or on account of any injuries (including death), damages, or losses incurred, received, sustained, or claimed to have been incurred, received, or sustained, by a third party or to any property, real or personal, whether on or adjacent to a jobsite or not, arising out of or

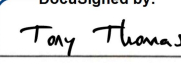
in any way connected with the negligence or willful misconduct of WIN, its agents, contractors, or employees, including any costs incurred in defending against the same.

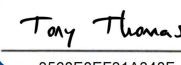
Notwithstanding anything to the contrary contained in this Agreement, each party will be responsible for injuries occurring to or damages suffered by its own employees or for worker's compensation claims filed by its own employees and will indemnify, defend, and hold harmless the other party against such injuries, damages, or claims made by the indemnifying party's employee(s), except to the extent such injuries, damages, or claims were the result of the gross negligence or willful misconduct of the party (or its agents, customers, invitees, servants, vendors, materialmen, or suppliers) claiming indemnification.

32. Georgia Local Government Public Works Construction Law. The parties agree this Agreement is not subject to the Georgia Local Government Public Works Construction Law (OCGA § 36-91-1 through OCGA § 36-91-95) because the Project does not fall within the definition of "public works construction" as defined in OCGA § 36-91-2.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and to become effective as of the date first written above.

Lowndes County, Georgia
By: 
Name: Bill Slaughter
Title: Chairman

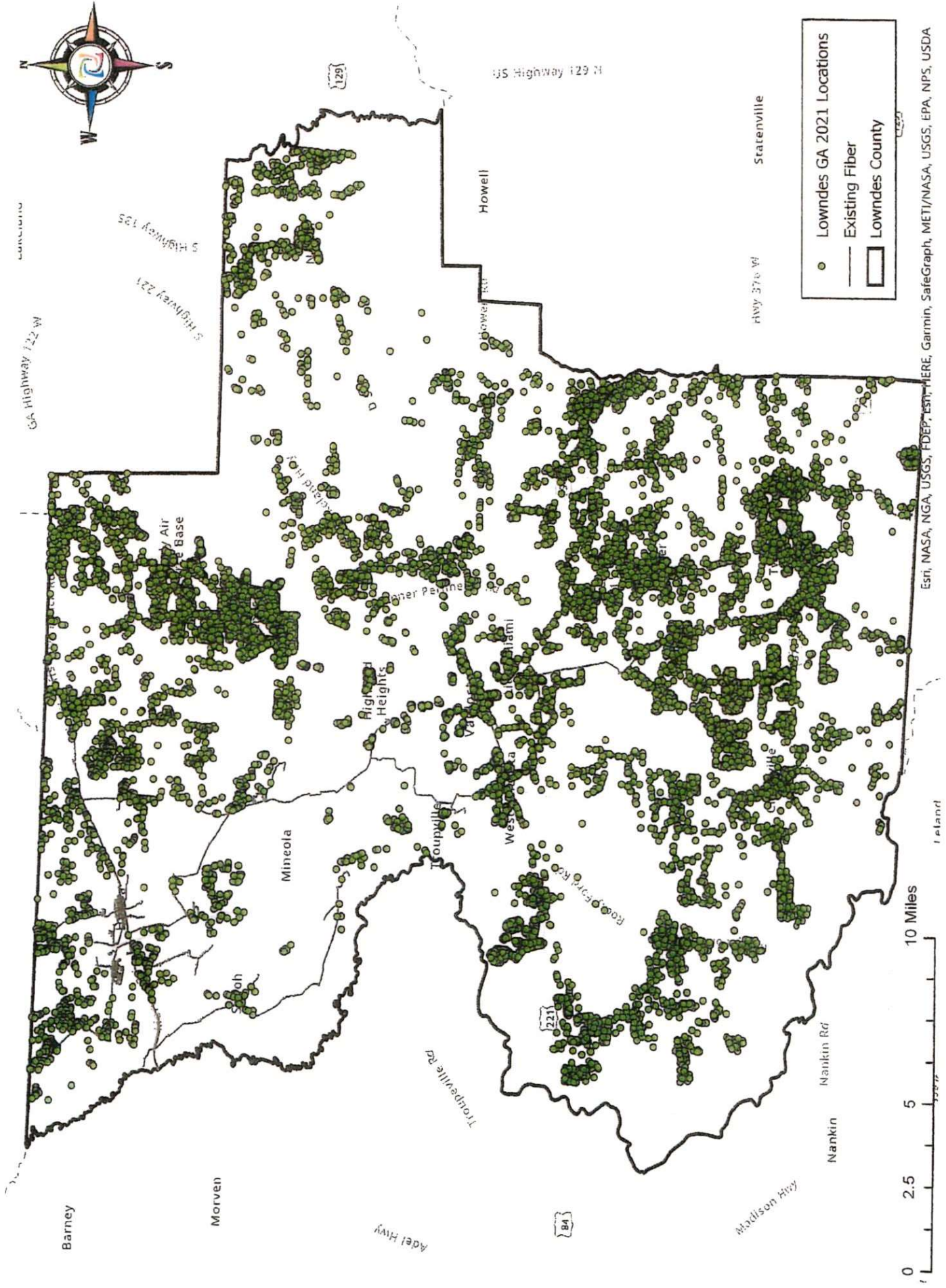
Windstream Georgia Communications, LLC
DocuSigned by:
By: 
3568E8EF31A348F...
Name: Tony Thomas
Title: President & CEO

Kinetic Fiber, LLC
DocuSigned by:
By: 
3568E8EF31A348F...
Name: Tony Thomas
Title: President & CEO

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ATTACHMENT A

(Map of Project area)



Esri, NASA, NGA, USGS, FDEP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

ATTACHMENT B

Planning, Fiber Engineering, and Equipment Engineering: The construction planning phase of the project will include the preparation of preliminary layouts, detailed design and construction plans, and cost estimates. Project specifics will be entered into the company Jobtrac system to monitor construction status and ensure a smooth workflow during each step from startup to Project completion. A site survey will be conducted, and equipment engineering will place orders for materials within the company supply and warehouse system.

Fiber Construction: The construction work will include placement and splicing of fiber. Internal and/or contractor resource options will be utilized as needed to meet completion targets. Any needed right of ways or permits will be obtained. Project status will be monitored on a regular basis. A video inspection team will schedule and conduct testing.

Testing, Activation, Speed Qualification Updates: As fiber lines are completed, work on equipment installation, testing and turn up will get underway. Needed Central Office wiring and assignments will be completed. Once site testing is completed and equipment activated, location records will be updated reflecting the speeds available at specific addresses, and the new locations readied for service.

ATTACHMENT C
(Terms and Conditions)

AMERICAN RESCUE PLAN ACT
STATE FISCAL RECOVERY FUND
BROADBAND INFRASTRUCTURE AWARD

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Lowndes County Broadband Expansion

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 reimbursement using grant funds to Grantee, Lowndes County _____ from the State of Georgia's allocation of funds from the State Fiscal Recovery Fund (SFRF) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 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, 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 the federal American Rescue Plan Act of 2021.
 2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
 3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
 4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (SFRF).
 5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
 6. **“Grantee”** means the undersigned
Lowndes County
 7. **“OPB”** means the Governor’s Office of Planning and Budget.
 8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
 9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

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 authorized to submit such requests as defined in this Agreement, and that requests for reimbursement pertain only to expenses incurred to build broadband internet infrastructure as approved by OPB and described in this Agreement.

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 "Exhibit A" attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between March 3, 2021 and October 31, 2026 or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier ("performance period"). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the performance period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the broadband internet infrastructure project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final project budget to OPB prior to beginning work on the project. Work on the project shall not begin until the proposed final project budget is approved in writing

by OPB.

Any proposed revision to either the scope of the approved broadband internet infrastructure project or to the approved final budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the project or the project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement 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.

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.

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. 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 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

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.

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. 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 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989) that require “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 (2005) implementing 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.

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 Bill Slaughter
ADDRESS 327 North Ashley Street, 3rd Floor Valdosta, GA 31601
EMAIL belinda@lowndescounty.com
PHONE 229-671-2440

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 \$165,000.

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 \$165,000 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 \$165,000 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 reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between March 3, 2021 and October 31, 2026 or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed.

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. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee'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 reimbursement of 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 expenses being reimbursed under this Grant 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 Department²:

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. All records and expenditures are subject to review.

² [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

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 below in Section 6.2 of this Agreement.

6.2 Political Activities

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

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying 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 American Rescue Plan Act of 2021. 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 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

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

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If 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 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026 for expenses incurred between March 3, 2021 and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

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, the respective Georgia Departments of Public Health and Community Health, CMS, and CDC, and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

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

7.6 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.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period coincides with the performance period of March 3, 2021 through October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 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 balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$22,514,336.00 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

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

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

Name: Bill Slaughter
Title: Chairman
Email: belinda@lowndescounty.com
Phone : 229-671-2440

2. Authorized User Two (Optional)

Name: Rachel Bowen
Title: Senior Accountant
Email: rachel.bowen@lowndescounty.com
Phone : 229-671-2530

[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 federal funds allocated to the State of Georgia's State Fiscal Recovery Fund (SFRF) created by the American Rescue Plan Act of 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 Executive Order 04.01.21.57 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 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, and places of public accommodation, 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:

Signature: Bill Slaughter
Bill Slaughter (Apr 18, 2022 16:52 EDT)
(Authorized Representative of Grantee)
Name: Bill Slaughter
Title: Chairman
Date: Apr 18, 2022

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 applicant certifies that:

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

making false Statements, or receiving stolen property;

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

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

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

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

include the identification number(s) of each affected grant;

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

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

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

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

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By 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:

Signature: Bill Slaughter
Bill Slaughter (Apr 18, 2022 16:52 EDT)
(Authorized Representative of Grantee)
Name: Bill Slaughter
Title: Chairman
Date: Apr 18, 2022

EXHIBIT C
American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Bill Slaughter
am the Chairman
of Lowndes County
SAM Number PF59LYN76NM4 and DUNS Number 030055552

(Print Name),
(Title)
("Grantee")
and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund (SFRF) created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
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 reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund (SFRF) as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:
 - a. Are expenditures made in accordance with the terms of this agreement

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

- b. Were expenditures incurred during the period beginning March 3, 2021 and ending October 31, 2026 (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

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:

Signature: Bill Slaughter
Bill Slaughter (Apr 18, 2022 16:52 EDT)
(Authorized Representative of Grantee)
Name: Bill Slaughter
Title: Chairman
Date: Apr 18, 2022

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

BS
BS

Exhibit A – Grantee Assurances

BS
BS

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

BS
BS

Exhibit C – American Rescue Plan 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:

Signature: Bill Slaughter
Bill Slaughter (Apr 18, 2022 16:52 EDT)
(Authorized Representative of Grantee)
Name: Bill Slaughter
Title: Chairman
Date: Apr 18, 2022

SIGNATURE PAGE

AMERICAN RESCUE PLAN ACT
STATE FISCAL RECOVERY FUND
BROADBAND INFRASTRUCTURE AWARD

AMENDED TERMS AND CONDITIONS

GRANT APPLICATION NAME

Lowndes County Broadband Expansion

About This Document

This Amended Terms and Conditions is by and between
Lowndes County _____, and
the Governor’s Office of Planning and Budget (“OPB”).
Lowndes County _____, and
OPB are individually a “party” and collectively, the “Parties.”

The Parties initially entered into a Terms and Conditions Agreement for the American Rescue Plan Act State Fiscal Recovery Fund Broadband Infrastructure Award (“Original Agreement”) on 4/18/2022 8:52 PM _____ and subsequently amended said Terms and Conditions (“Amendment #1”).

On May 17, 2023, the United States Department of the Treasury issued “SLFRF and CPF Supplementary Broadband Guidance.” This new guidance substantially changed the fundamental requirements for the use of State Fiscal Recovery Funds for broadband projects. Therefore, it has become necessary to completely replace, restate, and supersede the Original Agreement with any incorporated Exhibits thereto, and the subsequent Amendment #1 to the Original Agreement with this Amended Terms and Conditions.

Therefore, this Amended Terms and Conditions (“Amended Grant Agreement”) or (“Amended Agreement”) sets forth the terms and conditions applicable to a fixed award grant distributed by the State to Grantee, Lowndes County _____, from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (‘SFRF’) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 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 on the Governor’s Office of Planning and Budget (“OPB”) website. Other State and federal requirements and conditions may apply to the Grant, including but not limited to all applicable federal and State laws, rules, and regulations; 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 Amended 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 Amended Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Amended 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 Amended Grant Agreement. Any vague, ambiguous, or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Amended Grant Agreement.

1. Definitions

- 1.1 As used in this Amended Agreement, the following terms shall have the following meanings:
1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
 2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
 3. **“Grant”** means the payments distributed by the State to the Grantee from the State Fiscal Recovery Fund (SFRF).
 4. **“Amended Grant Agreement”** or **“Amended Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
 5. **“Grantee”** means the undersigned
Lowndes County
 6. **“OPB”** means the Governor’s Office of Planning and Budget.
 7. **“Parties”** means collectively the parties to this Amended Agreement, namely, the State and the Grantee.
 8. **“State”** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Amended Grant Agreement and Provisions

This Amended 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 Amended Grant Agreement.

Notwithstanding any expiration or termination of this Amended 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 Amended Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Amended Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests for funds or receiving funds pursuant to said requests made within the scope of this Grantee agreement, Grantee certifies that it is authorized to submit such requests as defined in this Amended Agreement, and that requests for funds pertain only to expenses incurred to build broadband internet infrastructure as approved by OPB and described in this Amended Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Amended Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Amended Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Amended Agreement. The Parties acknowledge and agree that this Amended 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 Amended Grant Agreement is received by OPB. Upon approval of the Amended 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 “Exhibit A” attached to this Amended Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for funds as specified in this Amended Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between March 3, 2021 and October 31, 2026 or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All expenditures must be incurred on or before October 31, 2026. The State will not be obligated to fund expenses incurred prior to or after the performance period.

2.5 General Responsibility and Compliance

In order to qualify as an eligible expenditure of Grant funds, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the broadband internet infrastructure project identified in the Grantee’s application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final project budget to OPB prior to beginning work on the project. Work on the project shall not begin until the proposed final project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved broadband internet infrastructure project or to the approved final budget thereof shall be submitted to OPB along with a detailed justification

for the proposed revision. Approval of any proposed revision to the scope of the project or the project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Amended Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted in support of requests for funds; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will implement, follow, and document appropriate protocols and procedures to ensure that expenditures of Grant funds are in accordance with the terms and conditions of this Amended Grant Agreement and any applicable state and federal laws and regulations.

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.

2.6 Amendments and Changes to the Amended 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 by OPB.

The Grantee has no right or entitlement to any payment of Grant funds. The Grantee agrees that nothing in this Amended Grant Agreement will be interpreted to create an obligation or liability of the State in excess of the availability of funds as described in this Amended Grant Agreement. The Grantee agrees that any act, action or representation by either party, or their agents or employees that purports to waive or alter the terms of this Amended Grant Agreement or increase the maximum liability of the State is void unless an amendment to this Amended Grant Agreement is consented to by both parties in writing. 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 Amended Grant Agreement and that any such changes shall be automatically incorporated into this Amended 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 Amended Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Amended 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 Amended Grant Agreement, including all 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 Amended 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. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Amended 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 Amended Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous Grant funds to OPB in a manner and timeframe as determined by OPB. By entering into this Amended Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Amended Grant Agreement shall entitle the State to implement this remedy;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
4. Rejecting requests for fund disbursements;
5. Wholly or partially suspending or terminating the Grant;
6. 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
7. 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 Amended 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 penalties or remedies 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 Amended 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 Amended 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 Amended Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Amended 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 Amended 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 Amended Grant Agreement, then the State may consider this action or activity a possible default under this Amended Grant Agreement and may terminate or void this Amended Grant Agreement for cause and pursue other remedies available to the State under this Amended 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

Amended 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 fund disbursements, suspension or debarment from federal and state grants, recoupment of monies previously disbursed 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 disbursement, 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 disbursement of grant 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 disbursement of Grant funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if 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 Amended Agreement

The State may, at its sole discretion, terminate this Amended 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 Amended Grant Agreement, the State may, upon written notice to the Grantee, terminate this Amended 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.

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.

The State and the Grantee may mutually agree to terminate this Amended Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed 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 Amended 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 disbursed Grant funds in accordance with applicable provisions of this Amended Grant Agreement. Termination of this Amended Grant Agreement for any reason or the expiration of this Amended Grant Agreement shall not release the parties from any liability or obligation set forth in this Amended 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 AMENDED GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Amended 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 Amended Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Amended 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 Amended Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Amended Grant Agreement and all disputes arising out of or relating to this Amended 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 Amended 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 Amended 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 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 all applicable State and federal laws, rules, and regulations to include applicable policy requirements placed on the program by the Federal Awarding Agency as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989) that require "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 (2005) implementing 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 Amended Agreement that it and its principals are eligible to participate in this Amended 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.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Amended 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 Amended 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 Amended 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 Amended Grant Agreement.

If to Grantee:

NAME	Bill Slaughter
ADDRESS	327 North Ashley Street, 3rd Floor Valdosta, GA 31601
EMAIL	bill.slaughter@lowndescounty.com
PHONE	229-671-2440

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 Amended 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 Amended Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Amended 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 Amended Grant Agreement, as modified, enforceable, and the remainder of this Amended 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 Amended 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 Amended 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 claims made under this Amended 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 \$165,000.

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 \$165,000 financed in whole or in part with federal assistance provided by this Amended 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 \$165,000 financed in whole or in part with federal assistance provided by this Amended 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 Amended Grant Agreement may be terminated, and payment withheld or return of grant funds required if this certification is inaccurate or false.

3.10 [Reserved]

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Amended 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 Amended Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request.

Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable under this Grant, Grantees that are disbursed \$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 Grantee'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 Amended 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 fund disbursements being withheld, other related requirements being imposed or other 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 any expenditures under this Amended Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures funded under this Amended 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 expenses funded pursuant to this Grant 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 Department²:

1. Funds may not be used 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. 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 ineligible expenses set forth below in Section 6.2 of this Amended Agreement.

6.2 Political Activities

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

² [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

1. Unless specifically authorized to do so by federal law, grant recipients, subgrantees, or contractors thereof 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 Amended Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Amended Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Amended Grant Agreement must be made in accordance with this Amended 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 7.6.

The Grantee will be authorized to submit requests for disbursement during the performance period set forth in Section 2.4 of this Amended Agreement, which will be paid to the Grantee pursuant to the funding announcement.

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

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

7.2 [Reserved]

7.3 Reporting

Grantee must provide requests for payment along with any adequate documentation required by OPB to receive grant Funds. The State, in its sole discretion, will determine whether such documentation is adequate. Financial documentation to support disbursement must be submitted to OPB no later than December 31, 2026, for expenses incurred between March 3, 2021, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of disbursement requests. Failure to timely or properly submit such requests according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or denied.

Grantee is further 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 this 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 or other relevant Georgia state or federal agencies and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Disbursements

The State will disburse Grant funds to the Grantee for project costs to be paid by the Grantee pursuant to this Amended 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 Amended Grant Agreement. No claims for reimbursement or disbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Disbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Amended Grant Agreement, including payments made inadvertently or payments made but later determined to have been used by Grantee for ineligible expenses, the Grantee shall return to OPB the amount identified by the State as an overpayment or ineligible expense. The Grantee shall refund the amount of any overpayment or ineligible expense to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment or ineligible expense 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: State Fiscal Recovery Fund Payments.

7.6 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 Amended 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 Amended Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Amended Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be March 3, 2021, through December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 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 Amended Grant Agreement.

To the extent applicable to this Amended Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

The Allocated Amount for this Award is \$23,962,357.10 Grantee shall be limited to a maximum total disbursement of the Allocated Amount for expenses deemed eligible under the terms of this Grant.

Notwithstanding the above-identified Allocated Amount, in the event that Grantee provides documentation which, in OPB's sole discretion, proves actual and reasonably unforeseen project cost overruns which occurred as the result or results of events outside of Grantee's control, OPB may approve additional funding of up to ten percent (10%) of the Allocated Amount.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks and communicate with OPB on behalf of Grantee (Authorized User(s)). Any action carried out or communication submitted to OPB by an Authorized User in is an action of the Grantee.

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

First Name: Bill Last Name: Slaughter
Title: Chairman
Email: bill.slaughter@lowndescounty.com
Phone: 229-671-2440

2. Authorized User Two (Optional)

First Name: Rachel Last Name: Bowen
Title: Senior Accountant
Email: rachel.bowen@lowndescounty.com
Phone: 229-671-2530

10. Entire Agreement

This Amended Grant Agreement contains the entire agreement and understanding between the Parties and is the complete and exclusive statement of its terms. This Amended Grant Agreement replaces and supersedes all prior agreement and understandings, whether oral or written, in connection therewith.

[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 eligible expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund (SFRF) created by the American Rescue Plan Act of 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 any disbursement of Grant funds from the State; 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 Executive Order 04.01.21.57 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 documentation to OPB 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, and places of public accommodation, 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:

Signature: Bill Slaughter
Bill Slaughter (Jul 5, 2023 16:52 EDT)
(Authorized Representative of Grantee)

Name: Bill Slaughter

Title: Chairman

Date: Jul 5, 2023

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 applicant certifies that:

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

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

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

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

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
 - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug

statute occurring in the workplace no later than five calendar days after such conviction;

- (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1
327 North Ashley Street

ADDRESS 2
3rd Floor

CITY	STATE	ZIP	ZIP+4
Valdosta	GA	31601	5504

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:

Signature: *Bill Slaughter*
[Bill Slaughter \(Jul 5, 2023 16:52 EDT\)](#)
(Authorized Representative of Grantee)
Name: Bill Slaughter
Title: Chairman
Date: Jul 5, 2023

EXHIBIT C
American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Bill Slaughter
am the Chairman
of Lowndes County
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 disbursement of Grant funds for eligible expenses to be incurred to build broadband internet infrastructure pursuant to the Amended Terms and Conditions of this Grant award from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund (SFRF) created by the American Rescue Plan Act of 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 this Amended Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of grant funds it has received is in accordance with the terms of this Grant.
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 Grant funds received.
7. I acknowledge and agree that all submissions for reimbursement or disbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse or fund expenses pursuant to this Amended 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 reimbursement or disbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund (SFRF) as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:
 - a. Are expenditures made in accordance with the terms of this Amended Agreement.

- b. Were expenditures incurred during the period beginning March 3, 2021, and ending October 31, 2026 (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

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:

Signature: Bill Slaughter
Bill Slaughter (Jul 5, 2023 16:52 EDT)
(Authorized Representative of Grantee)
Name: Bill Slaughter
Title: Chairman
Date: Jul 5, 2023

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

BS
BS

Exhibit A – Grantee Assurances

BS
BS

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

BS
BS

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

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

By:

Signature: Bill Slaughter
Bill Slaughter (Jul 5, 2023 16:52 EDT)
(Authorized Representative of Grantee)
Name: Bill Slaughter
Title: Chairman
Date: Jul 5, 2023

SIGNATURE PAGE










Broadband Infrastructure Amended Terms and Conditions

Final Audit Report

2023-07-05

Created:	2023-06-28
By:	GeorgiaGrants DO NOT REPLY (grantcare_mgr@opb.georgia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY5GnDkkyWJI743PfQmTRINKj-sRU9_f

"Broadband Infrastructure Amended Terms and Conditions" History

-  Document created by GeorgiaGrants DO NOT REPLY (grantcare_mgr@opb.georgia.gov)
2023-06-28 - 6:30:59 PM GMT- IP address: 20.140.147.220
-  Document emailed to rachel.bowen@lowndescounty.com for signature
2023-06-28 - 6:31:08 PM GMT
-  Email viewed by rachel.bowen@lowndescounty.com
2023-06-28 - 7:58:39 PM GMT- IP address: 207.5.37.98
-  Document signing delegated to belinda@lowndescounty.com by rachel.bowen@lowndescounty.com
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-  Email viewed by belinda@lowndescounty.com
2023-07-05 - 8:45:58 PM GMT- IP address: 207.5.37.98
-  Signer belinda@lowndescounty.com entered name at signing as Bill Slaughter
2023-07-05 - 8:52:07 PM GMT- IP address: 207.5.37.98
-  Document e-signed by Bill Slaughter (belinda@lowndescounty.com)
Signature Date: 2023-07-05 - 8:52:09 PM GMT - Time Source: server- IP address: 207.5.37.98
-  Agreement completed.
2023-07-05 - 8:52:09 PM GMT



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bid for Six Compact SUV Vehicles for Multiple Departments

Work
Session/Regular
Session

DATE OF MEETING: January 14, 2025

BUDGET IMPACT: \$160,122.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Bid for Six Compact SUV Vehicles for Multiple Departments

HISTORY, FACTS AND ISSUES: Lowndes County solicited bids for six new compact SUVs for Public Works, Magistrate Court and Inspections. These vehicles will replace older vehicles. Lowndes County received three (3) bids that met specifications.

		Unit Cost	Total Amount
Cass Burch	Quitman, GA	\$26,687.00	\$160,122.00
Hardy Family Ford	Dallas, GA	\$31,384.00	\$188,304.00
Langdale Honda	Valdosta, GA	\$32,359.50	\$194,157.00

- OPTIONS: 1. Award the bid to Cass Burch.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS: