COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, December 05, 2023
2:00 PM

INVOCATION

Reverend Frederick L. Patterson, Pastor, True Vine Missionary Baptist Church

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

RECOGNITION(S)

A. **Congratulations!** 2023 Westminster Schools of Augusta Wildcats Varsity Football Team **(Requested by Commissioner Sean Frantom)**

DELEGATION(S)

B. **Ms. Sharon Bush Ellison** regarding Business Permit Revocation

C. **Mr. Monte Mike** regarding **"Blankets & Blessings"** give back to the homeless population at the corner of 13th & Greene Streets.

D. **Ms. Natasha Jenkins** regarding support for iCandy University Dance Team.

E. **Mr. Caelan Shelton** regarding construction of new jail pods at Phinizy Road.

F. **Mr. Victor R. Thomas** relative to the support of the Weed School purchase.

G. **Mr. Dan Scott** regarding notice of milestones achieved by Augusta Agribusiness Apprenticeship Committee (SNAP CORPS) to advance the efforts of the Biden-Harris Administration Workforce Hub Initiatives in Augusta.

H. **Adrian Estrada** regarding the closing of bars on New Year's Eve.

CONSENT AGENDA

(Items 1-36)

PUBLIC SERVICES

1. **Motion to approve New Ownership-(Existing Location): A.N.-23-56:** A request by **Sanjoy Dey** for a retail package **Beer & Wine** License to be used in connection with EZ Stop & Shop located at **2160 Martin Luther King Blvd**. **District 2. Super District 9. (Approved by Public Services Committee November 28, 2023)**

2. **Motion to approve New Location: A.N. 23-57:** A request by **Fredrick Neely** for an on-premises consumption **Liquor, Beer, & Wine** License to be used in connection with Studio Neighborhood Bar located at 473 Broad Street. There will be **Dance**. **District 1. Super District 9. (Approved by Public Services Committee November 28, 2023)**

3. Motion to **approve New Location: A.N. 23-58:** A request by **Kelsey Lucius** for a consumption on premise **Beer & Wine** License to be used in connection with Salty Tomatoes Café located at **1480 Wrightsboro Rd**. There will be **Sunday Sales**. **District 1. Super District 9**.**(Approved by Public Services Committee November 28, 2023)**

4. **Motion to approve New Ownership (Existing Location): A.N. 23-59:** A request by **Bala Duggimpudi** for a retail package **Beer & Wine** License to be used in connection with Master's Food Mart located at **2443 Peach Orchard Rd**. **District 2. Super District 9.(Approved by Public Services Committee November 28, 2023)**

5. Motion to **accept** the award of the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant for May Park and to approve the execution of the grant terms and conditions. **(Approved by Public Services Committee November 28, 2023)**

6. Motion to **approve** the execution of the grant terms and conditions for the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant at Boykin Road Park. **(Approved by Public Services Committee November 28, 2023)**

7. Motion to **approve** the Concept Plan for Dyess Park, to continue with the preliminary and final design process, and to prepare for the demolition of the existing defunct community center. **(Approved by Public Services Committee November 28, 2023**)

8. Motion to **approve** a lease agreement with the Augusta Rugby Club. **(Approved by Public Service Services Committee November 28, 2023)**

9. Motion to **approve** increasing the Augusta Regional Airport 2023 budget in the amount of **$8,600,000** for the Taxiway (Apron) G Construction. Approved by the Augusta Aviation Commission on June 29, 2023. **(Approved by Public Services Committee November 28, 2023)**

10. Motion to **approve** the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2025. **(Approved by Public Services Committee November 28, 2023)**

11. Motion to **approve** the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. **(Approved by Public Services Committee November 28, 2023)**

12. Motion to **approve** the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. **(Approved by Public Services Committee November 28, 2023)**

13. Motion to **approve** the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. **(Approved by Public Services Committee November 28, 2023)**

ADMINISTRATIVE SERVICES

14. Motion to **approve** recommendation of award for RFP 23-278 Ancillary Benefits. After a thorough evaluation process, the evaluation committee recommends the following awards:**(Approved by Administrative Services Committee November 28, 2023)**

    1) Dental Award: Delta Dental

    2) Life, Accidental Death Dismemberment, and Long-Term Disability Award: The Standard

    3) Flexible Spending Account Award: Anthem

15. Motion to **approve** HCD's request of recommendation of award for the RFQ Item #23-188 in compliance and direction of the Augusta Procurement Department. **(Approved by Public Services Committee November 28, 2023)**

16. Motion to **approve** of the following annual bid items, as the estimated annual purchases for these items are expected to exceed $25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. 23-004 Plant Instrumentation, 24-025 Inmate Clothing, 24-029: Uniforms and Accessories, 24-134: Molle Pouches and 24-136: Ballistic Vest **(Approved by Administrative Services Committee November 28, 2023)**

17. Motion to **approve** HCD's contract procedural process relative to authorization of Agreements/Contracts/HUD Forms related to HCD's federally funded programs for calendar year 2024.**(Approved by Administrative Services Committee November 28, 2023)**

18. Motion to **approve** HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2024. **(Approved by Administrative Services Committee November 28, 2023**)

19. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to McKie Hayes Enterprise, LLC in becoming a developer for the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.**(Approved by Administrative Services Committee November 28, 2023**)

20. Motion to **approve** the purchase of two Mini Excavators from Vermeer Southern Sales for the Utilities Department - Construction & Maintenance Division at a total cost of $140,578. (Bid 23-194) **(Approved by Administrative Services Committee November 28, 2023**)

21. Motion to **approve** Housing and Community Development Department's (HCD's) request to enter into a MOU with TDJM, TDJREV, and TDJF, for potential development of a healthy food establishment in Laney Walker/Bethlehem. **(Approved by Administrative Services Committee November 28, 2023**)

22. Motion to **approve** amendment to lease agreement between Augusta, GA and Augusta National regarding the property located at 1420 Eisenhower Drive, Augusta, GA. **(Approved by Administrative Services Committee November 28, 2023**)

23. Motion to **approve** proposed priorities for FY24 State Legislative Session. **(Approved by Administrative Services Committee November 28, 2023**)

24. Motion to **approve** the award of Misdemeanor Probation Supervision Services to CSRA Probations Services for three (3) years with the option to extend for 2 additional one year terms. (RFP 24-180). **(Approved by Administrative Services Committee November 28, 2023)**

ENGINEERING SERVICES

25. **Motion to approve** of purchase order to Consolidated Pipe & Supply for 13th Street water line project in amount of $47,179.35. (**Approved by Engineering Services Committee November 28, 2023)**

26. Motion to approve the sole-source purchase order to Consolidated Pipe & Supply for water meter registers for $39,600.00. (**Approved by Engineering Services Committee November 28, 2023)**

27. Motion to **deny** Renovation Solution. LLC (RLS) "Consistency Letter" request for Construction & Operation of Renewable Energy (Biofuel) Facility at 1680 Dixon Airline Road, Augusta, Georgia.**(Approved by Engineering Services Committee November 28, 2023**)

28. Motion to **determine** that the road beginning at the intersection of Doug Barnard Parkway and Newsprint Road, and terminating at Graphic Packaging International, as shown on the attached map, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the country road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by Augusta Engineering Department and Augusta Utilities Department . **(Approved by Engineering Services Committee November 28, 2023)**

FINANCE

29. Motion to approve Augusta Mini Theatre request to reduce the seating of the proposed new theater from 250 seats to 100 seats, a 60% reduction in the scope of the project. **(Approved by Finance Committee November 28, 2023)**

30. Motion to **approve** resolution authorizing bond parameters and validation process for the issuance of Water and Sewer Bonds. **(Approved by Finance Committee November 28, 2023)**

31. Motion to **approve** a resolution declaring the results of the November 7, 2023 C-SPLOST (Coliseum Special Purpose Local Option Sales Tax) election results. **(Approved by Finance Committee November 28, 2023)**

32. Motion to **approve** a resolution authorizing the commencement of the validation process for the bonds approved by the voters in the November 7, 2023 election. **(Approved by Finance Committee November 28, 2023)**

33. Motion to **approve** Resolution of the Augusta-Richmond County Commission approving (1) Public Finance Authority multifamily housing revenue bonds (the Mary Fund Augusta, LLC project), series 2023 and (2) the financing by the Public Finance Authority of a capital improvement project to be located within Augusta, Georgia **(Approved by Finance Committee November 28, 2023)**

PUBLIC SAFETY

34. Motion to **approve** and accept a grant award for the continuation of the Victim Of Crime Act (VOCA) Grant with funding of **$74,902.00** from the Criminal Justice Coordination Council of Georgia (CJCC) to provide services to crime victims for the period of October 1, 2023, through September 30, 2024 and authorize the Mayor to execute the necessary documents. **(Approved by Public Safety Committee November 28, 2023)**

35. Motion to **accept** an award from Georgia Emergency Management Agency (GEMA) in the amount of $58,500.00 to enhance the Richmond County Sheriff's Office Bomb Canine Unit. **(Approved by Public Safety Committee November 28, 2023)**

PETITIONS AND COMMUNICATIONS

36. Motion to **approve** the minutes of the Special Called Meetings of the Commission held on Tuesday, November 20 & 28, and Thursday, November 30, 2023.

*******END CONSENT AGENDA*******
AUGUSTA COMMISSION

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 37-43)

PLANNING

37. **Motion** to **approve Z-23-50** – A request for concurrence with the Augusta Planning Commission to **approve** with conditions a petition by High Brass Development LLC, on behalf of Glenda Degenhardt and Johnny Anderson, Sr. requesting a **rezoning from zone A (Agricultural) and R-1A (One-family Residential) to zone R-1D (One-family Residential)** affecting property containing approximately 10.81 acres located at **2804 Meadowbrook Drive**. Tax Map #119-0-006-00-0. DISTRICT 5 **(Deferred from the November 21, 2023 Commission Meeting)**

ADMINISTRATIVE SERVICES

38. Discussion of the process, procedures and oversight of Augusta Land Bank. **(Requested by Commissioner Wayne Guilfoyle)**

39. Update on the Disparity Study. **(Requested by Commissioner Francine Scott)**

FINANCE

40. Motion to **approve** contract with UHY for Internal Audit Services – RFP 23-142**. (No recommendation from Pension & Audit Committee November 21, 2023)**

PUBLIC SAFETY

41. Update from Central Emergency Management Services. **(Requested by Commissioner Bobby Williams)**

APPOINTMENT(S)

42. Consider a request from the Community Service Board to reappoint Dr. Franklin E. McPhail, Jr. to the CSB as a representative for Richmond County for the 2023-2026 term.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

43. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

Commission Meeting

December 5, 2023

Westminster Schools of Augusta

Department:	N/A
Presenter:	N/A
Caption:	Congratulations! Westminster Schools of Augusta **(Requested by Commissioner Sean Frantom)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Sean Frantom
Sent: Tuesday, November 28, 2023 10:25 AM
To: Lena Bonner; Mayor Johnson
Subject: Fwd: [EXTERNAL] December 5 Commission meeting

Please add this team to recognition portion of agenda next week.

Thank you,
Sean

Get Outlook for iOS

From: murpheybros@comcast.net <murpheybros@comcast.net>
Sent: Tuesday, November 28, 2023 9:14:42 AM
To: Commissioner Sean Frantom <SFrantom@augustaga.gov>
Cc: 'John Egan' <johnegan@wsa.net>
Subject: [EXTERNAL] December 5 Commission meeting

Sean,

Thank you for offering to honor our football team at the commission meeting on December 5. We gladly accept you invitation and the December 5 date will work for our team. Please let me know what this will all look like, so that I can prepare my team and Coaches appropriately. You may contact me by email or cell phone. My cell phone number is 706-833-0075. I look forward to speaking with you soon.

Sincerely,

Chris Murphey
Head Coach Varsity Football
Westminster schools of Augusta
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AED:104.1

Commission Meeting

December 5, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Sharon Bush Ellison** regarding Business Permit Revocation
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Sharon Bush Ellison <sharonbushellison@gmail.com>
Sent: Saturday, November 11, 2023 2:04 AM
To: Lena Bonner
Subject: [EXTERNAL] DECEMBER 5 AGENDA ITEM REQUEST

LENA J. BONNER
CLERK OF COMMISSION
SUITE 220 MUNICIPAL BLDING.
535 TELFAIR STREET
AUGUSTA GEORGIA 30901

THIS REQUEST IS BEING SENT THE THURSDAY PRIOR TO THE COMMISSION MEETING
THE 16th OF NOVEMBER AS THE 23rd IS A HOLIDAY IN THIS CASE .

PLEASE MAKE SURE THE ITEM IS ADDED TO THE DECEMBER 5 2023 SCHEDULE AND THAT IT REFLECT "BUSINESS PERMIT REVOCATION" "SCHEDULE OF SPECIAL MEETING"

THIS AGENDA ITEM REQUEST IS IN REGARD
TO THE COMMISSION MEETING SCHEDULED FOR THE
FIRST TUESDAY IN DECEMBER 2023.

MY CONTACT INFORMATION IS:

SHARON BUSH ELLISON
3358 WRIGHTSBORO ROAD
#9; AUGUSTA GEORGIA, 30909
sharonbushellison@gmail.com

CAPTION TOPIC TO BE PLACED ON THE AGENDA:

SCHEDULING OF SPECIAL MEETING TO DISCUSS
RESOLUTION OF REVOCATION OF KENTUCKY FRIED CHICKEN
BUSINESS PERMIT ON THE BASIS OF PUBLIC SAFETY VIOLATIONS.

THANKS

SHARON BUSH ELLISON PRO SE

FRIDAY
11:47 PM

Commission Meeting

December 5, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Monte Mike** regarding **"Blankets & Blessings"** give back to the homeless population at the corner of 13th & Greene Streets.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

✓	Commission	Date of Meeting Dec. 5th, 2023
	Public Safety Committee	Date of Meeting
	Public Services Committee	Date of Meeting
	Administrative Services Committee	Date of Meeting
	Engineering Services Committee	Date of Meeting
	Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: Monte Mike
Address: 1211 Dugas Street
Telephone Number: (229) 399-1617
Fax Number: N/A
E-Mail Address: mikemonte699@yahoo.com

Caption/Topic of Discussion to be placed on the Agenda:
"Blankets n Blessings" Give back to the Homeless Population, @ the corner of 13th + Greene St.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.

MONTE L. MIKE C/O BOIZ 2 MENZ INC PRESENTS IT'S ANNUAL

BLANKETS & BLESSINGS



Featuring FREE:
Blankets. Food.
Music.
Inspirational
Speakers.
Personal Hygiene
Products

PLACE UNDER THE 13TH STREET
REPLACE W COPIED OF 13TH STREET AND GREEN
STREET)

PLEASE DONATE NEW OR GENTLY USED BLANKETS AND HELP US SHARE THE WARMTH WITH OUR NEIGHBOURS THIS WINTER!

CH - 229-379-1617

Please email mikemonte699@yahoo.com for dropoff and pick up arrangement

Commission Meeting

December 5, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Natasha Jenkins** regarding support for iCandy University Dance Team.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

December 5, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Caelan Shelton** regarding construction of new jell pods at Phinizy Road
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

✓	Commission	Date of Meeting 5 December 2023
	Public Safety Committee	Date of Meeting
	Public Services Committee	Date of Meeting
	Administrative Services Committee	Date of Meeting
	Engineering Services Committee	Date of Meeting
	Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: Caelan Shelton
Address: 4300 River Watch Pkwy Martinez, GA 30907
Telephone Number: (832) 605-5269
Fax Number:
E-Mail Address: caelanshelton@yahoo.com

Caption/Topic of Discussion to be placed on the Agenda:

Construction of new jail pod. at Phinizy road.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

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Nancy Morawski

From: Caelan Shelton <caelanshelton@yahoo.com>
Sent: Wednesday, November 29, 2023 3:33 PM
To: Nancy Morawski
Subject: [EXTERNAL] Agenda Item Request
Attachments: AgendaItemRequestForm.pdf

Good afternoon,

Attached is my filled agenda Item request form. Thank you for your assistance.

Respectfully,

Caelan Shelton
Ph: (832)605-3269

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Commission Meeting

December 5, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Victor R. Thomas** relative to the support of the Weed School purchase.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

LIVE

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

X	Commission	Date of Meeting 12/5/23
	Public Safety Committee	Date of Meeting
	Public Services Committee	Date of Meeting
	Administrative Services Committee	Date of Meeting
	Engineering Services Committee	Date of Meeting
	Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: Victor R. Thomas
Address: 1118 Maple Ridge Ct. Evans Ga. 30809
Telephone Number: (706) 836-7242
Fax Number:
E-Mail Address: VRThomas@comcast.net

Caption/Topic of Discussion to be placed on the Agenda:

Speaking in support of The Lucy Laney School purchase

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

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Commission Meeting

December 5, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Dan Scott** regarding notice of milestones achieved by Augusta Agribusiness Apprenticeship Committee (SNAP CORPS) to advance the efforts of the Biden-Harris Administration Workforce Hub Initiatives in Augusta.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

X	Commission	Date of Meeting 12/05/2023
	Public Safety Committee	Date of Meeting
	Public Services Committee	Date of Meeting
	Administrative Services Committee	Date of Meeting
	Engineering Services Committee	Date of Meeting
	Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: Dan Scott
Address: 1434 Stovall St, #12604, Augusta, GA, 30904, USA
Telephone Number: 678-964-6879
Fax Number:
E-Mail Address: snapcorpsusa@gmail.com

Caption/Topic of Discussion to be placed on the Agenda:

Notice of milestones achieved by Augusta Agribusiness Apprenticeship Committee (SNAP CORPS) to advance the efforts of the Biden-Harris Administration WorkforceHub initiatives in Augusta, GA.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.

Commission Meeting

December 5, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Adrian Estrada** regarding to the closing of bars on New Year's Eve.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Adrian Estrada <theloftaug04@gmail.com>
Sent: Tuesday, November 21, 2023 11:15 AM
To: Lena Bonner
Subject: [EXTERNAL] Dec 5 commissioners meeting

Ms. Bonner,

Hello, my name is Adrian Estrada. I am one of the owners of a bar downtown named The Loft Augusta. I am writing to you to request a spot to speak with the commissioners on the December 5th docket. I would like to address the closure of bars on New Year's Eve. I will be bringing a crowd with me in support of us being able to open that day. Another bar owner will be accompanying me to speak.

Thank you for your time and consideration. Please feel free to contact me if you have any questions or concerns.

Adrian Estrada
The Loft Augusta
(706) 910-2080

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Commission Meeting

December 5, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	**Motion to approve New Ownership-(Existing Location): A.N.-23-56:** A request by **Sanjoy Dey** for a retail package **Beer & Wine** License to be used in connection with EZ Stop & Shop located at **2160 Martin Luther King Blvd**. **District 2. Super District 9. (Approved by Public Services Committee November 28, 2023)**
Background:	This is an Existing Location. Formerly in the name of Ashaben Patel.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of $665.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 23-56

Application Type: Retail Package Beer & Wine

Business Name: EZ Stop & Shop

Hearing Date: November 28, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

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Applicant: *Sanjoy Dey*

Property Owner: Jennifer Sermons

Address of Property: 2160 Martin Luther King Jr. Blvd

Tax Parcel #: 072-1-145-01-0

Commission District: District: 2 Super District: 9

Background: New Ownership **(Existing Location)**

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-I (Neighborhood Business) Zone
- **Distance Requirements**: The proposed location for retail package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character**. The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws**. If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business**. If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location**. The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
    - **The proposed location is an Existing Location**
- **Number of licenses in a trading area**. The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing**. If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license**. If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors**. Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents**. Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation**. The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of $665.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.
The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

COPY

Augusta-Richmond County Planning & Development Department
1803 Marvin Griffin Road
Augusta, GA. 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business 2160 MARKET LLC D/B/A EZ STOP & SHOP
2. Business Address 2160 MARTIN LUTHER KING JR DR
3. City AUGUSTA State GA Zip 30901
4. Business Phone (404) Home Phone (____) _____
5. Applicant Name and Address: SANJOY DEY
914 COLLIER RD NW ATLANTA GA 30318
6. Applicant Social Security # _ __ D.O.B.
7. If Application is a transfer, list previous Applicant:

_____

8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) SANJOY DEY
_____
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 09/18/2023
12. Mailing Address:
Name of Business EZ STOP & SHOP
Attention SANJOY DEY
Address 2160 MARTIN LUTHER KING JR DR
City/State/Zip AUGUSTA, GA, 30901
13. Ownership Type: (X) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: 2160 MARKET LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
SANJOY DEY	President		3722 WALTON WAY	100%
			#146, AUGUSTA,	
			GA, 30907	

15. What type of business will you operate in this location?
( ) Restaurant - Full ( ) Lounge (X) Convenience Store
( ) Restaurant – Limited ( ) Package Store ( ) Hybrid
( ) Other: _____

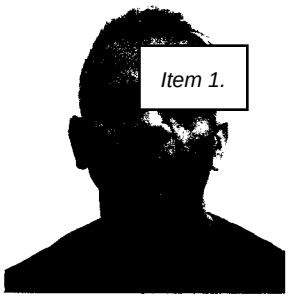
License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		✓	✓		
Consumption on Premises					
Wholesale					

Total License Fee: $ _____
Prorated License Fee: (After July 1 ONLY) $ _____

16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial _____

COPY



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.

19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta=-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No
If yes, give full details: — N/A —

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. ( ) Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition.
— N/A —

21. List owner or owners of building and property.

22. List the name and other required information for each person, firm or corporation having any interest in the business. SANJOY DEY

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Sanjoy Dey
Do solemnly sear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Applicant Signature

25. I hereby certify that SANJOY DEY is personally known to be, That he/~~she~~ signed his/~~her~~ name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 2nd day of October, in the year 2023.

Subrata Roy
Notary Public

SUBRATA ROY NOTARY EXPIRES GEORGIA 07/25/2025 PUBLIC DEKALB COUNTY

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
~~Sheriff~~			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____.
(Approved, Disapproved) the forgoing application

Administrator _____ Date _____

Commission Meeting

December 5, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	**Motion to approve New Location: A.N. 23-57:** A request by **Fredrick Neely** for an on-premises consumption **Liquor, Beer, & Wine** License to be used in connection with Studio Neighborhood Bar located at 473 Broad Street. There will be **Dance**. **District 1. Super District 9. (Approved by Public Services Committee November 28, 2023)**
Background:	This is a New Location.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of $2,362.50.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 23-57

Application Type: Consumption on Premise Liquor, Beer, Wine & Dance

Business Name: Studio Neighborhood Bar

Hearing Date: November 28, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

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Applicant: *Fredrick D. Neely*

Property Owner: McLean One LLC

Address of Property: 473 Broad Street

Tax Parcel #: 047-2-049-00-0

Commission District: District: 1 Super District: 9

Background: New Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements**: The proposed location for consumption on premise Liquor, Beer, Wine & Dance meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character**. The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws**. If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business**. If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location**. The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
    - **The proposed location is a New Location**
- **Number of licenses in a trading area**. The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing**. If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license**. If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors**. Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents**. Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation**. The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of $2,362.50

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.
The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

COPY

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business FDNvestments LLC. D.B.A. Studio Neighborhood Bar
2. Business Address 473 Broad St.
3. City Augusta State Ga Zip 30901
4. Business Phone (706) _____ Home Phone (_____) _____
5. Applicant Name and Address: Fredrick D. Neely
   1224 Pine St. Augusta Ga
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:
8. Business Location: Map & Parcel 047-2-049-00-0 Zoning C3
9. Location Manager(s) Fredrick D. Neely
   Harold D. Baskett
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
    (X) Yes ( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
    Name of Business FDNvestments LLC. D.B.A. Studio Neighborhood Bar
    Attention _____
    Address 1224 pine st.
    City/State/Zip Augusta, Ga. 30901
13. Ownership Type: ( ) Corporation ( ) Partnership (X) Individual
14. Corporate Name: _____

List name and other required information for each person having interest in this business.

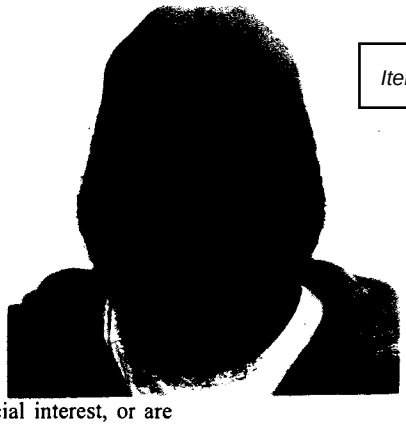
Name	Position	SSNO #	Address	Interest
Fredrick Neely	owner		1224 Pine St.	100

15. What type of business will you operate in this location?
    ( ) Restaurant (X) Lounge ( ) Convenience Store
    ( ) Package Store ( ) Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer	No	No	No	N/A	No
Consumption on Premises	Yes	Yes	Yes	Yes	
Wholesale	No	No	No	N/A	No

Total License Fee: $_____
Prorated License Fee: (After July 1 ONLY) $_____

16. Have you ever applied for an Alcohol Beverage License before: No
    If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial. F.Neely



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.

19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? (X) Yes ( ) No
If yes, give full details: At Greene Streets there were popsicles with alcohol in the employee refridgerator. We were fined $250 by ATF for the misdemenor.

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition.

21. List owner or owners of building and property.
MCLEAN ONE LLC

22. List the name and other required information for each person, firm or corporation having any interest in the business.
Fredrick D. Neely

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Fredrick D. Neely
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Applicant Signature

25. I hereby certify that Fredrick Neely is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 17 day of October in the year 2023.

Notary Public

TOMIKA G MOODY NOTARY PUBLIC EXP. MAY 24, 2026 RICHMOND COUNTY, GA

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____ (Approved, Disapproved) the forgoing application.

Administrator Date

Commission Meeting

December 5, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	Motion to **approve New Location: A.N. 23-58:** A request by **Kelsey Lucius** for a consumption on premise **Beer & Wine** License to be used in connection with Salty Tomatoes Café located at **1480 Wrightsboro Rd**. There will be **Sunday Sales**. **District 1. Super District 9**.**(Approved by Public Services Committee November 28, 2023)**
Background:	This is a New Location
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of $1,870.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 23-58

Application Type: Consumption on Premise Beer, Wine & Sunday Sales

Business Name: Salty Tomatoes Cafe

Hearing Date: November 28, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

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Applicant: *Kelsey Lucius*

Property Owner: MREF III Beacon Station, LLC

Address of Property: 1480 Wrightsboro Rd

Tax Parcel #: 045-4-216-00-0

Commission District: District: 1 Super District: 9

Background: New Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** PUD (Planned Unit Development) Zone
- **Distance Requirements**: The proposed location for consumption on premise Liquor, Beer, Wine & Dance meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character**. The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws**. If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business**. If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location**. The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
    - **The proposed location is a New Location**
- **Number of licenses in a trading area**. The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing**. If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license**. If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors**. Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents**. Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation**. The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of $1,870.00

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.
The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2023-

1. Name of Business Salty Tomatoes Cafe
2. Business Address 1480 Wrightsboro Rd
3. City Augusta State GA Zip 30901
4. Business Phone (803) _____ Home Phone (_____) _____
5. Applicant Name and Address: Kelsey Lucius
   210 McBurney Chamberlain Rd
   Plum Branch, SC 29845
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:
   _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) Kelsey Lucius
   _____
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
    (X) Yes ( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
    Name of Business Salty Tomatoes Cafe
    Attention Kelsey Lucius
    Address 1480 Wrightsboro Road
    City/State/Zip Augusta, GA 30809
13. Ownership Type: ( ) Corporation ( ) Partnership (X) Individual
14. Corporate Name: _____

List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Kelsey Lucius	Owner		as above	100%

15. What type of business will you operate in this location?
    ( ) Restaurant ( ) Lounge ( ) Convenience Store
    ( ) Package Store (X) Other: Cafe/bistro

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises		X	X		X
Wholesale					

Total License Fee: $_____
Prorated License Fee: (After July 1 ONLY) $_____

16. Have you ever applied for an Alcohol Beverage License before: No
    If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial. KBL



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.

COPY

19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (X) No
If yes, give full details: _____

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition.

21. List owner or owners of building and property.
Jeffrey Frederick

22. List the name and other required information for each person, firm or corporation having any interest in the business.
N/A

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church 300 ft C.) School _____
B.) Library _____ D.) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Kelsey Lucius
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Kelsey Blevins
Applicant Signature

25. I hereby certify that Kelsey Lucius is personally known to be that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This _____ day of _____, in the year _____.

Kathryn Schweitzer
Notary Public

Kathryn Schweitzer NOTARY PUBLIC GEORGIA Columbia County EXPIRES 01/25/2026

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____ (Approved, Disapproved) the forgoing application.

_____ _____
Administrator Date

Public Services Committee Meeting

November 28, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	**Motion to approve New Ownership (Existing Location): A.N. 23-59:** A request by **Bala Duggimpudi** for a retail package **Beer & Wine** License to be used in connection with Master's Food Mart located at **2443 Peach Orchard Rd**. **District 2. Super District 9.(Approved by Public Services Committee November 28, 2023)**
Background:	This is an Existing Location. Formerly in the name of Anita Jones.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of $665.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT

Case Number: A.N. 23-59

Application Type: Retail Package Beer & Wine

Business Name: Masters Food Mart

Hearing Date: November 28, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

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Applicant: *Bala Reddy Duggimpudi*

Property Owner: Gouri Vuppula

Address of Property: 2443 Peach Orchard Rd

Tax Parcel #: 098-2-063-00-0

Commission District: District: 2 Super District: 9

Background: New Ownership (Existing Location)

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements**: The proposed location for retail package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character**. The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws**. If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business**. If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location**. The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
    - **The proposed location is an Existing Location**
- **Number of licenses in a trading area**. The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing**. If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license**. If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors**. Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents**. Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation**. The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of $665.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.
The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Masters Food Mart
2. Business Address 2443 Peach Orchard Rd.
3. City Augusta State GA Zip 30906
4. Business Phone (706) Home Phone (706)951-7605
5. Applicant Name and Address: Bala Reddy Duggimpudi
   2021 Windsor Spring Rd.
   Augusta, GA. 30906
6. Applicant Social Security # _ _ D.O.B.
7. If Application is a transfer, list previous Applicant:
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) Bala Reddy Duggimpudi
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
    (✔) Yes ( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 11/17/2022
12. Mailing Address:
    Name of Business Masters Food Mart
    Attention Bala Reddy Duggimpudi
    Address 2021 Windsor Spring Rd.
    City/State/Zip Augusta, GA. 30906
13. Ownership Type: ( ) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: SRINIDHI INVESTMENTS, LLC
    List name and other required information for each person having interest in this business.

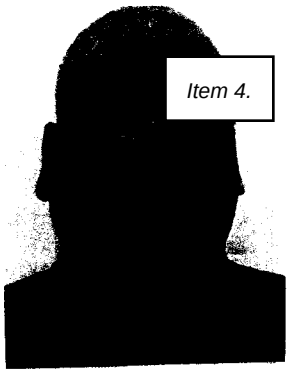
Name	Position	SSNO #	Address	Interest
Bala Reddy Duggimpudi	Member	--	2021 Windsor Spring Rd.	100 %
			Augusta, GA. 30906	

15. What type of business will you operate in this location?
    ( ) Restaurant ( ) Lounge (✔) Convenience Store
    ( ) Package Store ( ) Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		✔	✔		
Consumption on Premises					
Wholesale					

Total License Fee: $_____
Prorated License Fee: (After July 1 ONLY) $_____

16. Have you ever applied for an Alcohol Beverage License before: No
    If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial. B-R



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.

19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (✔) No
If yes, give full details: _____

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) Yes (✔) No
If yes, give reason charged or held, date and place where charged and its disposition.

21. List owner or owners of building and property.
Gouri P. Vuppula

22. List the name and other required information for each person, firm or corporation having any interest in the business.
Bala Reddy Duggimpudi 100%

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Bala Reddy Duggimpudi
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Bala Reddy
Applicant Signature

25. I hereby certify that Bala Reddy Duggimpudi is personally known to me that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 18 day of October, in the year 2023.

HUI S JEON NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 23, 2026 RICHMOND COUNTY, GEORGIA

Notary Public

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____ (Approved, Disapproved) the forgoing application.

_____ _____
Administrator Date

Commission Meeting

December 5, 2023

Motion to accept the award of a grant for park improvements at May Park

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Department: Parks & Recreation Department

Presenter: Maurice McDowell

Caption: Motion to **accept** the award of the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant for May Park and to approve the execution of the grant terms and conditions. **(Approved by Public Services Committee November 28, 2023)**

Background: The Parks and Recreation Department has applied for the Governor's grant to implement improvements at May Park (grant proposal PR000406) and was awarded $2.2M for those park improvements.

Analysis: Accepting the award will help Augusta implement park improvements at May Park.

Financial Impact: Augusta applied for $2,000,000 in grant funds and was awarded those $2,000,000 plus $200,000 in contingency funding. The overall estimated cost for the project is $2,538,206.57. $238,206.57 are anticipated to be provided through in-kind donations of labor and materials, such as citizens sponsoring a park bench with their name plaque on it. The $300,000 grant match is for the portion of the grant that provides connectivity between May Park and the adjacent cemeteries (Magnolia Cemetery and Cedar Grove Cemetery) and are covered by the SPLOST 8 cemetery allocation.

- $2,000,000 – grant funding
- $200,000 – grant contingency
- $300,000 – local match of the grant
- $238,206 – Donation of labor and/or materials

Alternatives:

1. Move to accept the grant and execute the grant terms and conditions.
2. Move to no action

Recommendation:

1. Move to accept the grant and execute the grant terms and conditions.

Funds are available in the following accounts: GL 330-06-1120, JL 222068905

REVIEWED AND APPROVED BY: N/A

AMERICAN RESCUE PLAN ACT IMPROVING NEIGHBORHOOD OUTCOMES IN DISPROPORTIONATELY IMPACTED COMMUNITIES GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

May Park Improvements

About This Document

This agreement (the "Grant Agreement" or "Agreement") is entered into between the Governor's Office of Planning and Budget ("OPB") on behalf of 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 OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Augusta-Richmond 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 GeorgiaGrants, (the grant management system administered by OPB), 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 Project" or "Project"** means the project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.

6. **"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.

7. **"Grantee"** means the undersigned
   Augusta-Richmond County

8. **"OPB"** means the Governor's Office of Planning and Budget.

9. **"Parties"** means collectively the parties to this Agreement, namely, the State and the Grantee.

10. **"State"** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

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

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

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to eligible and reasonable expenses incurred to fund the completion of the Project 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 the date of execution of this Agreement 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 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 Project or to the approved final Project 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 andregulations.

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. 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;

2. 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;

3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;

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 as determined solely by OPB.

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.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

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

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

2.9 False Statements by Grantee

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

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

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

2.11 Fraud, Waste and Abuse

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

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General[1] 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.

[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.

2.12 Termination of the Agreement

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

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

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

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. 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. § 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	Mayor Garnett L. Johnson
ADDRESS	535 Telfair St., Suite 200, Augusta GA 30906
EMAIL	MayorJohnson@augustaga.gov
PHONE	706-821-1831

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 G rant 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 the date of execution of this Agreement, 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 or withheld by OPB until all reporting requirements are met by Grantee.

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/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 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 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 Department[2]:

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. 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; and

6. Legal settlements.

The above are 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

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

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 of 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 the date of execution of this Agreement, 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 or any other relevant State or state agency in regard to this award and shall 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 shall be between October 31, 2026, and 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 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 $2,200,000.00 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)

First Name: Maurice Last Name: McDowell
Title: Director, Augusta Parks and Recreation Department
Email: mmcdowell@augustaga.gov
Phone: 7067965025

2. Authorized User Two (Optional)

First Name: Last Name:
Title:
Email:
Phone:

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

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

1. Has the legal authority to request grant payments for reimbursable expenses from the 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: _____
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date: _____

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

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

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the 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
622 4th Street

ADDRESS 2

CITY	STATE	ZIP	ZIP+4
Augusta	GA	30901	0000

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: _____
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date: _____

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Garnett L. Johnson (Print Name),
am the Mayor (Title)
of Augusta, Georgia ("Grantee")
Unique Entity Identifier APRD 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

b. Were expenditures incurred during the period beginning the date of execution of this Agreement, 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: _____
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date: _____

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

_____ Exhibit A – Grantee Assurances

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

_____ Exhibit C – 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: _____
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date: _____

SIGNATURE PAGE

AUGUSTA, GEORGIA
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
	PR000406	RECREATIO May Park - Improving Neighborhood Outcomes Grant

Parks & Recreation is requesting $2,000,000 from the "Improving Neighborhood Outcomes in Disproportionally Impacted Communities" grant program. The Department will use additional $300,000 from SPLOST 8 to fund this project. May Park is in need of repair of the basketball courts, the tennis courts will be resurfaced and reconfigured to allow pickleball play. The grant application will also include improvements to the athletic fields and lighting and add a walking track.

The picnic shelter, benches, restroom facility will also be upgraded. In addition the Department plans to work with volunteer groups, staff and other agencies to provide an In-Kind Match of $238,206.57 for labor and materials. Match funds are available in GL 330-06-1110, JL 222068701. Cash match required (N/Y): Yes / EEO required No / EEO Department notified No

Start Date: 01/01/2023 **End Date:** 10/31/2026
Submit Date: 11/18/2022 **Department:** 061 Recreation **Cash Match?** Y
Total Budgeted Amount: 2,538,206.57 **Total Funding Agency:** 2,000,000.00 **Total Cash Match:** 538,206.57

award: $2.2M

Sponsor: GM0047 U.S. Dept. of Treasury
Sponsor Type: PT Pass thru Federal
Purpose: 13 Community
Flow Thru ID: GM0055 Governor Office Planning & Budge

Contacts

Type	ID	Name	Phone
I	23996	ROST, FRANK	(706)796-5030

Approvals

Type	By	Date
FA	M. MCDOWELL	11/07/2022

Dept. Signature:
Grant Coordinator Signature: 11/18/2022

1.) I have reviewed the Grant application and enclosed materials and:

o Find the grant/award to be feasible to the needs of Augusta Richmond County

o Deny the request

Donna Williams — 11-18-2022

Finance Director — Date

2.) I have reviewed the Grant application and enclosed materials and:

Approve the Department Agency to move forward with the application

o Deny the request

11/22/22

Administrator — Date

CT 11.18.22

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

Commission Meeting

December 5, 2023

Motion to approve the execution of grant terms and conditions

Department:	Parks & Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to **approve** the execution of the grant terms and conditions for the Improving Neighborhood Outcomes in Disproportionally Impacted Communities grant at Boykin Road Park. **(Approved by Public Services Committee November 28, 2023)**
Background:	The Augusta Commission, at the meeting held on June 6, 2023, accepted the award of the grant for Boykin Road Park.
Analysis:	The execution of the grant terms and conditions is required to proceed with the project.
Financial Impact:	N/A
Alternatives:	1. Move to execute the grant terms and conditions. 2. Move to no action
Recommendation:	1. Move to execute the grant terms and conditions.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AMERICAN RESCUE PLAN ACT IMPROVING NEIGHBORHOOD OUTCOMES IN DISPROPORTIONATELY IMPACTED COMMUNITIES GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Boykin Road Park Improvements

About This Document

This agreement (the "Grant Agreement" or "Agreement") is entered into between the Governor's Office of Planning and Budget ("OPB") on behalf of 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 OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Augusta-Richmond 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 GeorgiaGrants, (the grant management system administered by OPB), 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 Project" or "Project"** means the project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.

6. **"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.

7. **"Grantee"** means the undersigned
   Augusta-Richmond County

8. **"OPB"** means the Governor's Office of Planning and Budget.

9. **"Parties"** means collectively the parties to this Agreement, namely, the State and the Grantee.

10. **"State"** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

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

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

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to eligible and reasonable expenses incurred to fund the completion of the Project 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 the date of execution of this Agreement 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 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 Project or to the approved final Project 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 andregulations.

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. 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;

2. 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;

3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;

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 as determined solely by OPB.

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.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

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

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

2.9 False Statements by Grantee

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

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

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

2.11 Fraud, Waste and Abuse

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

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General[1] 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.

[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.

2.12 Termination of the Agreement

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

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

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

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. 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. § 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	Mayor Garnett L. Johnson
ADDRESS	535 Telfair St., Suite 200, Augusta GA 30906
EMAIL	MayorJohnson@augustaga.gov
PHONE	706-821-1831

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 G rant 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 the date of execution of this Agreement, 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 or withheld by OPB until all reporting requirements are met by Grantee.

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/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 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 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 Department[2]:

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. 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; and

6. Legal settlements.

The above are 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

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

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 of 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 the date of execution of this Agreement, 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 or any other relevant State or state agency in regard to this award and shall 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 shall be between October 31, 2026, and 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 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 $1,669,031.10 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)

First Name: Maurice Last Name: McDowell
Title: Director, Augusta Parks and Recreation Department
Email: mmcdowell@augustaga.gov
Phone: 7067965025

2. Authorized User Two (Optional)

First Name: Last Name:
Title:
Email:
Phone:

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

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

1. Has the legal authority to request grant payments for reimbursable expenses from the 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: _____
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date: _____

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

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

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the 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
2345 Boykin Road

ADDRESS 2

CITY	STATE	ZIP	ZIP+4
Augusta	GA	30906	0000

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: _____
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date: _____

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Maurice McDowell (Print Name),
am the Director, Augusta Parks and Recreation Department (Title)
of Augusta-Richmond County ("Grantee")
Unique Entity Identifier APRD 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

b. Were expenditures incurred during the period beginning the date of execution of this Agreement, 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: _____
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date: _____

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

_____ Exhibit A – Grantee Assurances

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

_____ Exhibit C – 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: _____
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date: _____

SIGNATURE PAGE

Commission Meeting

December 5, 2023

Motion to approve the concept plan for Dyess Park

Department:	Parks and Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to **approve** the Concept Plan for Dyess Park, to continue with the preliminary and final design process, and to prepare for the demolition of the existing defunct community center. **(Approved by Public Services Committee November 28, 2023**)
Background:	Dyess Park is an approved SPLOST 8 Park Improvements Project. This project consists of adding two (2) basketball courts, six (6) pickleball courts, one (1) a new walking trail, a picnic pavilion with restrooms, an outdoor fitness area, a new parking lot, a community center, a splash pad, a picnic shelter, and a new bandstand. Preparation of the demolition is necessary to start construction once the final design is approved.
Analysis:	On December 8, 2020, Augusta Commission adopted and approved SPLOST 8 projects, and Dyess Park was part of this list. Construction is scheduled to commence the second quarter of 2024, if the concept plan is approved. The timeline for construction is 9 to 12 months.
Financial Impact:	This agenda item is only for the approval of the concept plan – with no financial impact. However, adequate funds have been budgeted and will be available through SPLOST 8 for design and construction.
Alternatives:	1. To approve 2. To move to no action
Recommendation:	1. To approve
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A



Augusta Parks and Recreation Department

Dyess Park - Site Rendering

Augusta, GA

September 2023



CHA

Augusta Parks and Recreation Department

Dyess Park - Site Rendering with Airnasium

Augusta, GA

September 2023

Augusta GEORGIA RECREATION & PARKS

Commission Meeting

December 5, 2023

Motion to approve a lease agreement with the Augusta Rugby Club

Department:	Parks and Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to **approve** a lease agreement with the Augusta Rugby Club. **(Approved by Public Service Services Committee November 28, 2023)**
Background:	The Augusta Rugby Club is utilizing a field at the former Augusta BMX Park for their rugby practice and games. The Club would like to renew the expired lease agreement and expand the lease to include the entire park. The Rugby Club will take responsibility for the maintenance of the premises and for improvements to the premises.
Analysis:	The former BMX Park has been out of service for several years and it is in Augusta's interest to enter into the lease agreement and allow the Augusta Rugby Club to invest into park improvements.
Financial Impact:	The lease agreement does not include any financial obligation on Augusta. The Rugby Club will cover all expenditures, including utilities, maintenance, and improvements.
Alternatives:	1. To approve 2. To move to no action
Recommendation:	1. To approve
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

IN THE COUNTY OF RICHMOND)
)
STATE OF GEORGIA)

LEASE

This Agreement made and entered into this _____ day of _____ 202_ (the "Effective Date"), by and between Augusta, Georgia, (hereinafter referred to as "Augusta") a political subdivision of the State of Georgia, acting by and through the Augusta Parks and Recreation Department ("Parks") whose address is 2027 Lumpkin Road, Augusta, GA, and Augusta Rugby Inc., (hereinafter referred to as "Augusta Rugby") a Georgia corporation whose address is 3540 Wheeler Rd, Ste. 402, Augusta, Georgia.

WHEREAS, Lessor is the owner of real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, which is located on Wood Street in Augusta, Richmond County, Georgia; and

WHEREAS Lessor wishes to lease to Lessee and Lessee desires to lease from Lessor, said property; and

`WHEREAS, Lessee wishes to provide recreational sports on said property.

NOW THEREFORE, the parties hereto, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DO HEREBY AGREE, as follows:

I. Leased Premises. Lessor, duly authorized, does hereby lease unto Lessee, and the Lessee does hereby lease and obtain for the purposes herein set forth from the Lessor, for Lessee's exclusive use, the area described in the attached Exhibit "A" (hereinafter called the "Leased Premises), further described as the lot bounded by Wood St, Division St, Westview St, and Edgar St in Augusta, GA 30901. "Leased Premises' shall also include any changes, additions alterations, modifications and/or improvements on or to the Leased Premises made in accordance with this Lease Agreement.

II. Term. The term of this Lease Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, and renews automatically on each January 1st, unless terminated earlier in accordance with the termination provisions of this Agreement. The term of this agreement shall terminate absolutely, with no further renewals, ten (10) years from the Effective Date. This Agreement may be extended twice, for ten (10) year terms each, upon written agreement of the Parties. After thirty (30) years from the Effective Date this Agreement shall terminate absolutely and completely and no further extensions shall be allowed. This Lease shall create a leasehold only and not an estate for years.

III. Rental. During the term of this Agreement, Lessee agrees to pay Lessor the rental sum of Ten Dollars ($10) annually, due every January 1. The failure to pay this sum shall be cause for default.

IV. Utilities. Lessee shall pay all charges for electricity, gas, water, sewer service, sewer treatment, telephone and any other communication or utility service used in or rendered or supplied to the Leased Premises throughout the term of this Agreement.

V. Use of the Leased Premises. Lessee shall use the Leased Premises only for the purpose of providing a place for recreational sports practice and competition.

VI. Repairs and Maintenance. Lessee shall maintain the exterior surfaces of any buildings on the Leased Premises, including any changes, additions. alterations, modifications and/or improvements made by Lessee as provided in Section 8 hereof, normal wear and tear excepted. The Lessee shal1 keep the Premises neat, clean, free of trash and in good and well-maintained condition with an attractive appearance. Lessor shall repair the exterior fence and gate thar runs along the streets bounding the property.

VII. Changes, Additions, Alterations, Modifications, Improvements. Lessee shall be permitted, upon receipt of written consent from Lessor, to make additions, alterations, modification, and improvements to said premises, including but not limited to: move the parking lot; build an additional field; remove the BMX berms, mounds, swales, jumps, landings, and starting gate; tear down minor buildings; remove poles; including poles with lights; remove trees; repair the fence; add gates to fence; add additional irrigation; build a clubhouse; and other alternations, modification, additions, and improvements. Consent from the Lessor shall not be withheld in bad faith and should the Lessor fail to reply within 30 calendar days of a written request to make alterations, the request shall be deemed granted.

VIII. Title to Changes, Additions. Alterations, Modifications, Improvements. It is mutually understood and agreed that title to any changes, additions, alterations, modifications and/or improvements, whether existing on the Leased Premises at the effective date of this Agreement or added to the Leased Premises during the term of this Agreement, and to all of the building and structures and all other improvements of a permanent character that may be built upon the Leased Premises by the Lessee during the term of the Agreement shall remain the property of the Lessor and that fee simple title to the same shall be vested in Lessor.

IX. Inspection by Lessor. Lessor, its authorized agents or representatives shall have the right to enter upon the Leased premises to make inspections; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of Lessee. Lessor shall additionally be permitted to inspect the books, papers, and financial records related to the Leased Premises.

X. Taxes. Lessee shall pay any and all personal property taxes that may be assessed against its equipment, merchandise, or other property located on or about the Leased Premises and any franchise fees or other taxes which may be imposed or assessed against Lessee or its leasehold interest.

XI. Rules and Regulations. Lessee agrees that use of the Leased Premises shall be conducted in compliance with all local, state and federal laws, the ordinances of Augusta, Georgia, and the rules and regulations of the Augusta-Richmond County Commission. Lessee further agrees to endeavor to conduct its business in such a manner as will develop and maintain the good will and active interest of the general public. In the operation of the facilities, it is the intent of the parties that Lessee shall be covered under the Volunteer Protection Act of 1997, 42 U.S.C. § 14501, et seq. Lessee specifically agrees that its

operations shall be conducted in compliance with all federal, state and local environmental laws, rules and regulations, and agrees to indemnify and hold harmless Lessor (and each of Lessor's elected officials, officers, agents, employees and representatives), from and against any claims, actions, demands or liabilities of any kind arising out of or relating to Lessee's use of the Leased Premises.

XII. Indemnity: Insurance. Lessee agrees to indemnify and hold harmless Lessor, its officers, agents, and employees from any and all claims in any way related to or arising out of any failure of Lessee to perform its obligations hereunder or related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about the Leased Premises during the period from the date of this agreement to the end of the Lease Term, including reasonable attorney's fees and expenses of litigation incurred by Lessor in connection therewith. Lessee further agrees that the foregoing agreement to indemnify and hold harmless applies to any claims for damage or injury to itself and/or any individuals employed or retained by it in connection with any changes/additions/ alterations, modifications and/or improvements made to the Leased Premises, and hereby releases Lessor from liability in connection with any such claims. Without limiting the foregoing, Lessee further agrees to maintain at all times during said period, at Lessee's expense, comprehensive and general public liability insurance coverage against claims for personal injury, death and/or property damage occurring in connection with the use and occupancy of the Leased Premises or arising out of their ownership improvement, repair or alteration of the Leased Premises with limits of coverage of not less than $1,000,000.00 per occurrence. The cost of premiums for all policies of insurance required by this Lease Agreement shall be paid by Lessee. Policies shall be jointly in the names of Lessor and Lessee, and duplicate copies of the policies shall be delivered to Lessor. All policies providing insurance coverage required to be maintained by Lessee hereunder shall list Lessor, the Augusta-Richmond County Commission and its Mayor, Lessee and their officers, agents, members employees and successors as named insureds, as their interests may appear, and shall be issued by an insurance carrier or carriers licensed to do business in the State of Georgia and reasonably acceptable to Lessor. All such policies shall provide that no act or omission of Lessee or its agents, servants, or employees shall in any way invalidate any insurance coverage for the other named insureds. No insurance policy providing any insurance coverage required to be provided by Lessee hereunder shall be cancelable without at least 15 days advance written notice to Lessor. All insurance policies required hereunder, or copies thereof, shall be provided to Lessor by Lessee. Nothing in this provision or Lease Agreement shall be considered a waiver of Lessor’s sovereign immunity.

XIII. Assignments. Lessee shall not, without the prior written consent of the Lessor, assign this Lease or any interest thereunder, sublet the Leased premises or any part thereof or permit the use of the Leased premises by any party other than Lessee. Any consent to one assignment or sublease shall not destroy or waive this provision. and all later assignments and subleases shall likewise be made only upon prior written consent of the Lessor. Subtenants or assignees shall become liable directly to the Lessor for all obligations of Lessee, without relieving Lessee's liability.

XIV. Default. In the event that Lessee should fail to observe any of its covenants and obligations as herein expressed or should Lessee abandon the Premises or cease to use the Leased Premises as herein provided, then upon the happening of such event Lessor shall have the option to declare this Lease Agreement terminated and at once take possession of the Leased

Premises. The rights and options given to Lessor under this Paragraph 14 shall not be construed to in lieu of, nor restrictive of, any other rights which Lessor may have under the law for the enforcement of this Lease Agreement. The failure of Lessor to avail itself of any remedy which it may have hereunder shall at no time be construed to a waiver of Lessor's rights.

XV. Termination. Either party may terminate this Lease Agreement upon 90 days' prior written notice. However, should Lessor terminate the lease or any subsequent automatic lease renewal for the 10 years after the effective date of this lease as described in paragraph II of this lease, for any reason other than Lessee's default and/or the provisions of Paragraph 14, Lessor shall have to compensate Lessee for all costs actually spent in improving the property.

XVI. Quiet Enjoyment. Ingress and Egress. Lessor covenants and warrants that Lessee, so long as it shall perform the duties and obligations herein agreed to be performed by it, shall peaceably and quietly have, hold and occupy and shall have the exclusive use and enjoyment of the Leased Premises during the term of this Lease Agreement and any extensions thereof.

XVII. Leased Premises accepted "as-is." Lessee acknowledges and agrees that he has inspected the Leased Premises prior to his execution of this Lease Agreement that he is aware of the condition of the Leased Premises as of the date of execution of this Lease Agreement, and Lessee leases the Leased Premises as is.

XVIII. Notices. All notices, demands, and requests which may or are required to be given by either Lessor or Lessee to the other shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) addressed as follows:

If intended for Lessee:
Augusta Rugby Inc.
3540 Wheeler Rd, Ste. 402
Augusta, GA 30909

If intended for Lessor:
Augusta, Georgia
Office of the Mayor
535 Telfair Street, Suite 200
Augusta, GA 30901

With a Copy to:
General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

Augusta Parks and Recreation Department
Director
2027 Lumpkin Road
Augusta, GA 30906

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

XIX. Exculpation; Indemnity. Wherever in this Agreement Lessor's liability is limited, modified or exculpated or Lessee agrees to indemnify or hold Lessor harmless or have Lessor named as an additional insured, the term Lessor shall mean and include the Augusta-Richmond County Commission (including its Mayor) and its members, officers, elected officials, agents, servants, employees and successors in office.

XX. Covenants Bind and Benefit Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no one sha11 have any benefit or acquire any rights under this Agreement pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.

XXI. Lessor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Lessor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Lessor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Lessor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Lessor. Lessor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

XXII. Governing Law. This Agreement shall be governed and interpreted by the laws of the state of Georgia.

XXIII. Venue. All claims, disputes and other matters in question between all parties arising out of or relating to this agreement, or the breach thereof, shall be decided in the in the court located in Richmond County, State of Georgia and all parties hereby waive the challenge to personal jurisdiction of the courts located in Richmond County, State of Georgia.

XXIV. Entire Agreement. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parries not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall construe a waiver of either party's duty to strictly comply with the terms hereof.

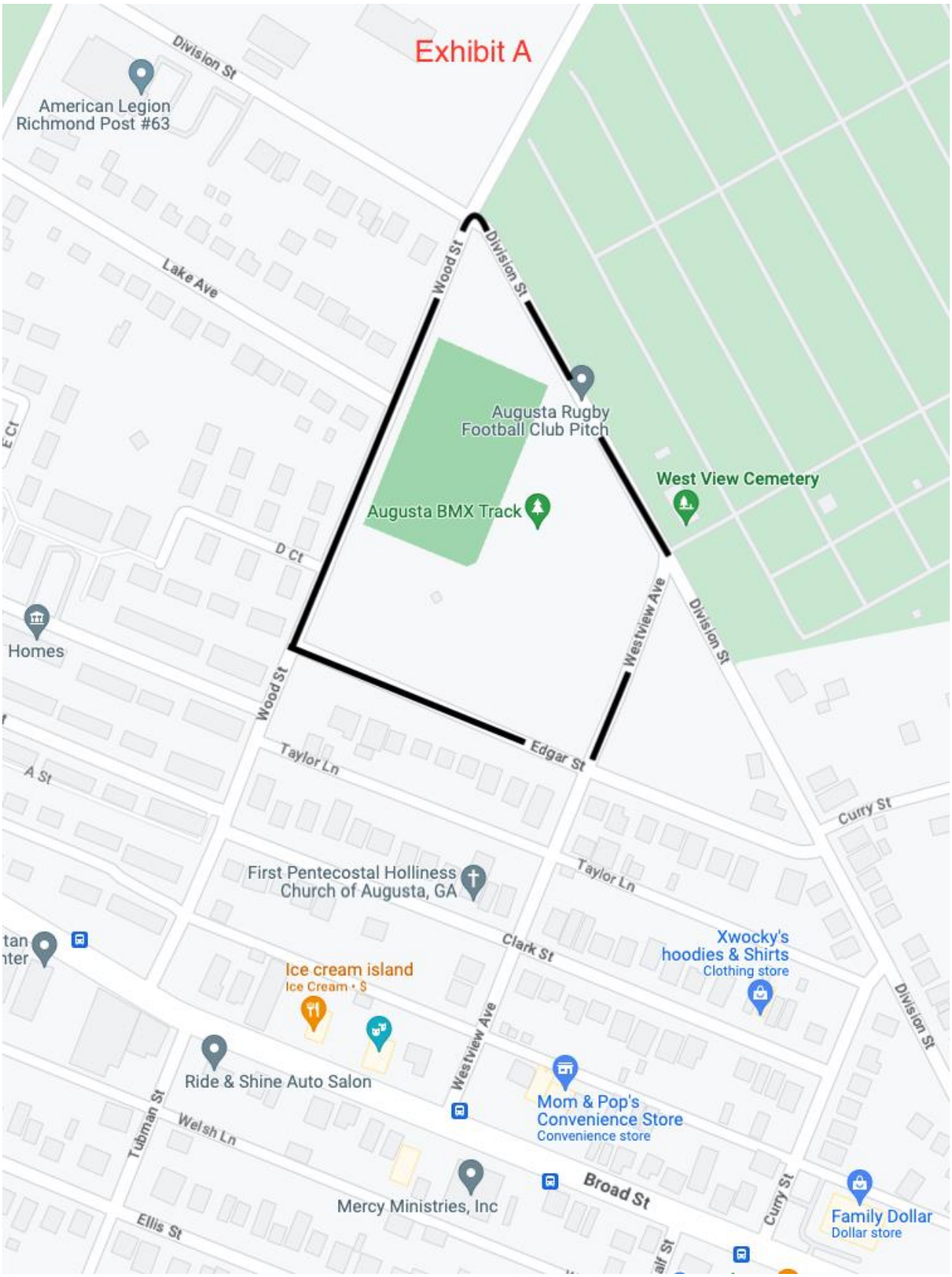
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Augusta Rugby, Inc.	Augusta, Georgia
By:_____	By:_____
Name:_____	Name: Garnett L. Johnson
Title:_____	Title: Mayor
Date:_____	Date:_____

Attest:

_____
Lena J. Bonner, Clerk of Commission


Exhibit A
American Legion Richmond Post #63
Division St
Lake Ave
Wood St
Division St
Augusta Rugby Football Club Pitch
West View Cemetery
Augusta BMX Track
D Ct
Homes
Westview Ave
Division St
Wood St
Edgar St
Taylor Ln
A St
Curry St
First Pentecostal Holliness Church of Augusta, GA
Taylor Ln
Clark St
Xwocky's hoodies & Shirts
Clothing store
Ice cream island
Ice Cream · $
Division St
Ride & Shine Auto Salon
Westview Ave
Mom & Pop's Convenience Store
Convenience store
Tubman St
Welsh Ln
Broad St
Curry St
Family Dollar
Dollar store
Mercy Ministries, Inc
Ellis St

Commission Meeting

December 5, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Budget Amendment for Taxiway (Apron) G Construction
Presenter:	Herbert Judon
Caption:	Motion to **approve** increasing the Augusta Regional Airport 2023 budget in the amount of **$8,600,000** for the Taxiway (Apron) G Construction. Approved by the Augusta Aviation Commission on June 29, 2023. **(Approved by Public Services Committee November 28, 2023)**
Background:	The contract with Independence Excavating Inc. in the amount of $11,877,051.10 to perform all tasks related to Taxiway (Apron) G Construction was approved by the Aviation Commission on May 25, 2023 and by the by the Augusta Commission on June 20, 2023. The funding sources are a combination of Georgia's Transportation Investment Act (TIA) and Airport operating funds.
Analysis:	The approved amount for The Georgia's Transportation Investment Act (TIA) project is $8,600,000, under Band 2 timelines (2027-2029). Therefore, the Airport initially did not intend to proceed the construction of the project during 2023. However, in early 2023, the Airport determined that the Taxiway (Apron) G Construction be of a higher priority and requested the Georgia Department of Transportation (GDOT) to move the timeline to Band 1 (2023-2026). The request was approved on April 12, 2023. The Airport will use the entire amount. The remaining cost, $3,277,051 will be funded by Airport operating funds.
Financial Impact:	The amended funds will be incorporated into TIA Phase II Fund, Project PI-0017628 ($7,000,000) and PI-0017629 ($1,600,000)
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on June 29, 2023.
Funds are available in the following accounts:	TBD (to be assigned by Finance Department)
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Office of the City Administrator

Odie Donald, II MBA
Administrator

February 1, 2022

Dr. Hameed Malik
Engineering Director
452 Walker Street
Augusta, GA 30901

Dear Dr. Malik:

At the regular meeting held Tuesday, February 1, 2022, The Augusta, Georgia Commission took action on the following:

14. **Approved:** Motion to approve Albert Dudley Encroachment request to construct a carport/garage in Augusta, GA reserved easements located along west property line, more particularly shown on parcel TM 023-0-085-00-0 Partial Topographic Map prepared by Toole Surveying, dated February 5, 2021, attached here to as Exhibits A and B. Also authorized Augusta Mayor to process and sign all associated documents with consultation of Augusta Legal Counsel. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)

15. Approved supplemental funding (SA2) for Preliminary Engineering. Final Design Phase (PE phase 2) of the Design Consultant Services Agreement to Kimley-Horn in the amount of $546,518.78 for the Monte Sano Ave. Improvements (Wrightsboro Rd. to Walton Way) Project as requested by the AED. RFQ 19-247 (Approved by Engineering Services Committee January 25, 2022)

16. **Approved:** Motion to approve and authorize Augusta Engineering Department (AED) to discontinue Rocky Creek Flood Risk Management Project as US Army Corps of Engineers (USACE) and Augusta, Georgia Joint project, and Authorize AED to notify the USACE accordingly. Also authorize AED to continue the project independently at local level. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)

17. **Approved:** Motion to approve and authorize Augusta Engineering Department (AED) to discontinue Rocky Creek Flood Risk Management Project as US Army Corps of Engineers (USACE) and Augusta, Georgia Joint project, and Authorize AED to notify the USACE accordingly. Also authorize AED to continue the project independently at local level. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)

18. Approved the installation of new striping along Lumpkin Road between Deans Bridge Road and Peach Orchard Road. The new striping will replace the existing roadway striping that has been faded over the years utilizing an on-call contract. Requested by AED. Bid#22-101AC (Approved by Engineering Services Committee January 25, 2022)

19. **Approved the installation of three (3) speed humps along Bennock Mill Loop between Bennock Mill Road and Horseshoe Road with a construction cost of $12,000. Funding is available in Traffic Engineering budget account Traffic Calming Program. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)**

20. **Approved: Motion to receive update regarding Speed Hump Funding and approve Revised Speed Hump Policy. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)**

21. **Approved: Motion to authorize the Mayor to execute appropriate Transportation Investment Act 2022 Investment List (TIA 2) Projects Delivery intergovernmental agreements (IGA), at the discretion of the Augusta Law Department, between Augusta, Georgia and the Georgia Department of Transportation (DOT) to allow the Augusta Engineering Department (AED) to manage and deliver individual projects funded through the TIA2 funding approved by the Voters on June 9, 2020. Requested by AED (Approved by Engineering Services Committee January 25, 2022)**

If you have any questions, please contact me.

In Service,

Odie Donald, II
Administrator

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse
Interim Administrator

June 6, 2023

Hameed Malik, Director
Engineering and Environmental Services
452 Walker Street
Augusta, GA 30901

Dear Dr. Malik,

At their meeting held on Tuesday, June 6, 2023, the Augusta, Georgia Commission, took action on the following items:

24. Approved motion to Adopt Resolution for Transportation Infrastructure Improvements Act (TIA) of 2010 Project Agreement (IGA) relative to the TIA2 funded Projects. Requested by Engineering.

25. Approved entering into an agreement with (CSXT) CSX TRANSPORTATION, INC. Company stating that Augusta, GA will pay for the Construction Engineering, Inspection, and Flagging protection services, for the 13th Street Improvements Project in accordance with the estimate $49,509.00. Also, approve the Construction Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering

26. Received update on Waste Management Waste Hauler Contract- Amendment2 Two-year Extension Terms Negotiation. Approved Engineering & Environmental Services Director Recommended Path Forward (Attached Exhibit A; listed at Memo 2/2 page).

27. Approved Task Order Three funding for Forrest Hills Drainage Basin Drainage Improvements Engineering Services Agreement to Alfred Benesch & Company (Benesch) in the amount of $37,460.00 as requested by the Engineering. RFQ 19-148

28. Approved supplemental funding (SA3) for Design Phase of the Design Consultant Services Agreement to CHA (formerly Wolverton & Associates, Inc.) in the amount of $25,000.00 for the Wrightsboro Road Improvements Project as requested by the Engineering. RFQ 19-238

29. Received as information an update regarding Ellis Street Property Assessment & Supplemental Drainage Study which included findings on observed conditions of each structure and a discussion of the defects and likely causes of the observed conditions.

30. Approved Augusta Engineering entering into Cooperative Services and Funding Agreement (Agreement) with United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) Wild Life Services (WS) for assisting Augusta Engineering Reducing Beaver Damage and related Flooding Issues. Requested by Augusta Engineering

If you have any questions, please contact me.

In Service,

Takiyah A. Douse
Interim Administrator

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TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

AUGUSTA, GEORGA D/B/A CITY OF AUGUSTA
ALSO KNOWN AS AUGUSTA-RICHMOND COUNTY

This Agreement, made and entered into as of 10/12/2023, ("Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and CITY OF AUGUSTA, 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, pursuant to O.C.G.A. § 48-8-240 *et seq.*, the General Assembly adopted the Transportation Investment Act of 2010 which creates twelve (12) special districts of the State and authorized elections to be held in each special district which would allow each special district independently of any other district to approve and authorize the imposition of a special district transportation sales and use tax to fund transportation projects within the special district; and

WHEREAS, four (4) of the twelve (12) special tax districts voted to levy the special district sales and use tax by voter referendum: the Central Savannah River Area special tax district, the River Valley special tax district, the Heart of Georgia Altamaha special tax district, and the Southern Georgia special tax district; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the Department and the Georgia State Financing and Investment Commission dated January 1, 2013, and thereafter amended, the Department is authorized to manage the execution, schedule, budget and delivery of the Projects on the Approved Investment List(s) for the special districts; and

WHEREAS, the LOCAL GOVERNMENT desires to deliver all or part of the scope for the following project(s) as set forth in Exhibit B:

1) **Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628**

2) **Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629**

hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS the PROJECT was approved by the final regional transportation roundtable for the special district and provided to the Director of Planning in accordance with O.C.G.A. § 48-8-243(b); and

WHEREAS, the LOCAL GOVERNMENT has indicated that it is qualified and experienced to provide such services necessary for all or part of the scope of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(c)(4), the DEPARTMENT has made the determination that the LOCAL GOVERNMENT has the requisite experience to undertake the PROJECT as set forth in the Local Project Delivery Application form, Appendix A, attached hereto and incorporated herein by reference; and

WHEREAS, the LOCAL GOVERNMENT has been approved by the DEPARTMENT to deliver these PROJECT; and,

WHEREAS, pursuant to provisions of O.C.G.A. § 48-8-249(b), GSFIC is authorized to dispense special district transportation sales and use tax proceeds, hereinafter referred to as "TIA PROCEEDS", upon the receipt of certified invoices from the DEPARTMENT of the completion of an Eligible PROJECT Cost, as herein defined, as reimbursement to the DEPARTMENT; and

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WHEREAS, the Georgia 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 and the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT do hereby agree as follows:

ARTICLE I
SCOPE AND PROCEDURE

A. **General Scope and Procedures.** The SCOPE AND PROCEDURE for the PROJECT is set forth in "Exhibit B", Scope and Procedure, attached hereto and incorporated as if fully set forth herein.

The LOCAL GOVERNMENT shall be responsible for assuring that the PROJECT will be economically feasible and that the design and construction will be based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues. The LOCAL GOVERNMENT shall also be responsible for assuring that the PROJECT meets and comply with the scope as defined in the Approved Investment List.

It is understood and agreed that the reimbursement for the PROJECT shall be dependent on the DEPARTMENT's review and approval of the certified vouchers and contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT shall work with the DEPARTMENT or its designees, as may be designated by the DEPARTMENT at a later date, who will advise the LOCAL GOVERNMENT on the work scope and provide guidance and required approvals during implementation of the PROJECT.

B. **Local Project Delivery Application.** The LOCAL GOVERNMENT has submitted its Local Project Delivery Application to administer the PROJECT attached hereto as Appendix A. The DEPARTMENT'S State TIA Administrator has reviewed, confirmed and approved the Local Project Delivery Application for the LOCAL GOVERNMENT to develop the PROJECT within the scope of its certification. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or expenditures made pursuant to other funding agreements shall not be reimbursed by the DEPARTMENT.

C. **Applicable Laws, Regulations and Standards**. During the duration of the PROJECT and this Agreement, the LOCAL GOVERNMENT has and will take into consideration, and has and will comply with, as applicable, the DEPARTMENT'S Transportation Investment Act of 2010 Manual – Processes and Procedures, available on the DEPARTMENT's website, and as may be amended or supplemented from time to time and including addenda (hereinafter referred to as "TIA Manual"), and other standards and guidelines as may be applicable to the PROJECT. The DEPARTMENT may in its sole discretion waive certain requirements set forth in the TIA Manual unilaterally or upon receipt of a written request from the LOCAL GOVERNMENT.

D. **Notices to Proceed.** The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit A" WORK SCHEDULE with the understanding that unforeseen events may make necessary some minor variations in that schedule. The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

No work on any phase of the PROJECT shall begin without a written notice to proceed from the DEPARTMENT to the LOCAL GOVERNMENT for each of the following separate phases:

1) Preliminary Engineering Activities – Concept Report Approval
2) Preliminary Engineering Activities – Field Plan Review Approval
3) Right of Way
4) Construction – Notice to Advertise
5) Construction – Notice to Proceed
6) Transit – Operations Per Year (if applicable)

Each Notice to Proceed will contain a Completion Date for that phase, which shall be binding. If unforeseen conditions are encountered and an extension of the completion date is warranted, the LOCAL GOVERNMENT may request in writing an extension of the completion date for written approval by the DEPARTMENT.

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E. **Preliminary Engineering Activities**. The LOCAL GOVERNMENT shall be solely responsible for the Preliminary Engineering ("PE") activities for the PROJECT. The PE activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

F. **Right of Way Acquisition**. The LOCAL GOVERNMENT shall be solely responsible for Right of Way Acquisition. The Right of Way (hereinafter referred to as "ROW") activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss funding.

Upon approval of the ROW plans by the DEPARTMENT, the LOCAL GOVERNMENT may begin the acquisition of the necessary ROW for the PROJECTS. ROW acquisition can occur concurrently with the environmental process once final impacts are known, provided that the DEPARTMENT has provided a written notice to proceed to the LOCAL GOVERNMENT to stake the ROW and proceed with all pre-acquisition ROW activities. LOCAL GOVERNMENT shall acquire ROW, if required, and related ROW services for the PROJECTS. Further, the LOCAL GOVERNMENT shall be responsible for making all changes to the approved ROW plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the ROW or to match actual conditions encountered.

Reimbursement of acquisition expenses will be eligible on a monthly basis. After completion of all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the PROJECTS, the LOCAL GOVERNMENT shall certify in writing to the DEPARTMENT that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the LOCAL GOVERNMENT to the DEPARTMENT where PROJECTS are located on a federal or state route, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

The LOCAL GOVERNMENT agrees to pay for the defense of any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation. To the extent allowed by law, the LOCAL GOVERNMENT hereby agrees to indemnify and hold harmless the DEPARTMENT, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to due to liability to a third party or Parties, arising from, related to, or caused by property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation.

G. **Utility/Railroad Activities**. The LOCAL GOVERNMENT shall be solely responsible for the Utility/Railroad Activities for the PROJECT. The Utility/Railroad Activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

H. **Construction**. The LOCAL GOVERNMENT shall be solely responsible for Construction. Construction shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and

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does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's *Standard Specifications and Special Provisions*, Current Edition, as amended in the DEPARTMENT's *Supplemental Specifications Book*, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

The LOCAL GOVERNMENT shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT after the following items have been completed and submitted by the LOCAL GOVERNMENT to the DEPARTMENT:

1. Submittal of acceptable PE activity deliverables for the PROJECT as noted in the TIA Manual; and
2. Providing the necessary certifications as set forth in the TIA Manual.

The work can be performed by the LOCAL GOVERNMENT or can be subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the LOCAL GOVERNMENT is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Chapter 4 of Article 3 of Title 32 or any other applicable provisions of State law. Upon opening bids, the LOCAL GOVERNMENT shall award the PROJECTS to the lowest reliable bidder. The LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements of the DEPARTMENT's TIA Manual.

Prior to award of the PROJECT, the LOCAL GOVERNMENT shall submit to the DEPARTMENT a bid tabulation and the LOCAL GOVERNMENT's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued to the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT will be responsible for performing the construction, inspection, supervision and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the TIA Manual.

I. **RESERVED**.

J. **RESERVED.**

K. **Reporting**. During each phase of the PROJECT, on a monthly basis, the LOCAL GOVERNMENT must submit to the DEPARTMENT the Estimated Costs to Complete and the Estimated Costs at Completion.

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ARTICLE II
REVIEW OF WORK

Authorized representatives of the DEPARTMENT, GSFIC and the Citizens Review Panel as defined in O.C.G.A. § 48-8-251 may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the LOCAL GOVERNMENT. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the LOCAL GOVERNMENT of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall keep accurate records in a manner approved by the DEPARTMENT with regard to the PROJECTS and submit to the DEPARTMENT, upon request, such information and documentation as is required in order to ensure compliance with this Article and the ACT.

ARTICLE III
TERM OF AGREEMENT AND TIME OF PERFORMANCE

A. **Term of Agreement**. This Agreement will commence on the Effective Date as defined above and continue for a period of ten (10) years, unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

B. **Time of Performance**. TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECT, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.

C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECT and to complete the PROJECTS through its own process.

ARTICLE IV
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT or the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

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Contract ID: IGTIA2400075

ARTICLE V
INSURANCE

It is understood that the LOCAL GOVERNMENT (indicate by checking which is applicable):

☐ is self-insured and all claims against LOCAL GOVERNMENT will be handled through _____

OR

☐ shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

MINIMUM INSURANCE

A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.

B. Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence.

C. Commercial General Liability Insurance of at least $1,000,000 per occurrence $3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of $1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:

   i. For Professionals – $1,000,000 per claim and $1,000,000 in aggregate coverage;
   ii. For Sub-consultant Engineers and Architects – $1,000,000 per claim and $1,000,000 in aggregate coverage;
   iii. For Other Consultants – $1,000,000 per claim and $1,000,000 in aggregate coverage.
   iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

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ARTICLE VI
COMPENSATION AND PAYMENT

A. **100% TIA Funded Project.**

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such TIA PROCEEDS from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

The LOCAL GOVERNMENT shall ensure that the provisions of this Article are included in all contracts and subcontracts.

To the extent practically possible, the DEPARTMENT will provide notification to the LOCAL GOVERNMENT that this Agreement will be terminated or that the work will be suspended as set forth in Subsection VI.E below, three (3) months prior to the date of the termination or suspension.

B. **Eligible Project Costs.** Any LOCAL GOVERNMENT cost must meet the definition of ELIGIBLE PROJECT COST as set forth in O.C.G.A. § 48-8-242(2) and the Intergovernmental Agreement between GDOT and GSFIC in order to be compensated.

C. **Budget Estimate and Reimbursement.**

It is understood and agreed that the total costs of the PROJECTS is the amount established in the Approved Investment List. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECTS, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECTS. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

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The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT **Not to Exceed the following amounts for each PROJECT** for ELIGIBLE PROJECT COSTS, contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT:

1) **Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628: SEVEN MILLION DOLLARS AND ZERO CENTS ($7,000,000.00)**

2) **Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629: ONE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($1,600,000.00)**

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

D. **Process For Payment**.

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is $500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds $500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher for the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work has been completed in accordance with this Agreement in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

E. **Insufficient TIA FUNDS.**

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at in its sole discretion:

1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or

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2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

ARTICLE VII
FINAL PAYMENT

Upon completion of the work by the LOCAL GOVERNMENT and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the LOCAL GOVERNMENT and a final statement of costs, the DEPARTMENT shall submit the certified final payment voucher to GSFIC and, after receipt of reimbursement from GSFIC, shall pay to the LOCAL GOVERNMENT a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment, contingent upon the availability of TIA FUNDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT or the State for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT and the State from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The LOCAL GOVERNMENT will allow examination and verification of costs by the DEPARTMENT and GSFIC's representative(s) before final payment is made, in accordance with the provisions of Article IX, MAINTENANCE OF CONTRACT COST RECORDS, herein. If the DEPARTMENT or any authorized entity's examination of the contract cost records, as provided for in Article IX, results in unallowable expenses, the LOCAL GOVERNMENT shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE VIII
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECTS from those required under the Agreement or from the general description of the PROJECTS as approved by the DEPARTMENT shall be allowed without the execution of a written Supplemental Agreement between the DEPARTMENT and LOCAL GOVERNMENT.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECTS, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE IX
MAINTENANCE OF CONTRACT COST RECORDS

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECTS and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for seven years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, any authorized entity, any reviewing agencies, and the Citizen Review Panel as referenced in the ACT; and copies thereof shall be furnished upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any Agreement it may make with any engineering firm, contractor, subcontractor, assignee, or transferee. The LOCAL GOVERNMENT shall provide any and all information and/or documentation requested by GDOT or GSFIC, when either state agency is complying with the requirements of O.C.G.A. § 48-8-249(d).

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ARTICLE X
SUBLETTING, ASSIGNMENT, OR TRANSFER

The work of the LOCAL GOVERNMENT is considered personal by the DEPARTMENT. The LOCAL GOVERNMENT agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all contracts and subcontracts prepared in connection with the Agreement and maintained by the LOCAL GOVERNMENT, and the LOCAL GOVERNMENT agrees that upon request it shall submit to the DEPARTMENT proposed contract and subcontract documents together with contractor and subcontractor cost estimates in its possession for the DEPARTMENT's review and written concurrence in advance of their execution.

ARTICLE XI
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, or for no cause upon sixty (60) days written notice to the LOCAL GOVERNMENT, notwithstanding any just claims by the LOCAL GOVERNMENT for payment of services rendered prior to the date of termination. Subject to the availability of TIA PROCEEDS designated by the Department for the PROJECTS, the provisions of ARTICLE VI COMPENSATION AND PAYMENT and the Department's Prioritization and Order of Payments policy, the Department will make all efforts to pay the LOCAL GOVERNMENT for services rendered prior to the date of termination.

Subject to the provisions of ARTICLE VI, COMPENSATION AND PAYMENTS, it is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of a PROJECT or PROJECT Element the LOCAL GOVERNMENT shall be reimbursed for such PROJECT or PROJECT Element contingent upon the availability of TIA PROCEEDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

ARTICLE XII
MAINTENANCE AND OPERATIONS OF PROJECTS

In accordance with the provisions of O.C.G.A. § 32-2-2(a)(1), the DEPARTMENT shall plan, designate, improve, manage, control, construct, and maintain a state highway system and shall have control of and responsibility for all construction, maintenance, or any other work upon the state highway system and all other work which may be designated to be done by the DEPARTMENT by this title or any other law. However, on those portions of the state highway system lying within the corporate limits of any municipality, the DEPARTMENT shall be required to provide only substantial maintenance activities and operations, including but not limited to reconstruction and major resurfacing, reconstruction of bridges, erection and maintenance of official department signs, painting of striping and pavement delineators, furnishing of guardrails and bridge rails, and other major maintenance activities.

It shall be the duty of the DEPARTMENT to maintain, or cause to be maintained, any PROJECTS constructed as part of a Federal-aid system. For those PROJECTS that are not part of the Federal-aid system, the maintenance responsibility will reside with the LOCAL GOVERNMENT, the county or municipality in which the PROJECTS are located.

Notwithstanding the foregoing, the DEPARTMENT is responsible for inspection of bridges in Georgia, both on and off the State Highway System. The LOCAL GOVERNMENT will be notified by the DEPARTMENT of all deficient bridges under their jurisdiction. It is the responsibility of the LOCAL GOVERNMENT to post load limits signs or close bridges based on the DEPARTMENT bridge inspection reports and the deficient bridge list.

Any maintenance activities that are the responsibility of the LOCAL GOVERNMENT pursuant to O.C.G.A. § 32-2-2(a)(1), as set forth herein, or made the subject of other agreements with the DEPARTMENT shall not be reimbursed from TIA FUNDS except as stated herein for Transit projects.

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The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

ARTICLE XIII
OWNERSHIP OF DOCUMENTS

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

ARTICLE XIV
PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement regarding the TIA Program shall not be presented publicly or published without prior written approval by the DEPARTMENT.

All releases of information, findings, and recommendations regardingi the TIA Program shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

> "The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et.seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

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ARTICLE XV
DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS

A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it:

1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of TIA funded projects; and

2) encouraged the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by TIA funds, and encouraged wherever practical and feasible, the local government or governments that manage TIA funded projects to include the same in its delivery and management of a project.

B. Reference to this resolution shall be included in all contracts entered in by the LOCAL GOVERNMENT related to these PROJECTS.

C. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:

1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;

2) A description of the work each DBE firm, small business or veteran owned business will perform; and

3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

ARTICLE XVI

The Parties acknowledge that the documents listed below are hereby incorporated into and made a part of this Agreement as though expressly written herein:

A. TIA Manual; and

B. Department's "TIA Invoice Process", as may be amended from time to time; and

C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

ARTICLE XVII

A. ASSIGNMENT. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

B. NON WAIVER. No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

C. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of GDOT and the LOCAL GOVERNMENT and the successors and assigns of GDOT and the LOCAL GOVERNMENT.

D. TIME OF THE ESSENCE. All time limits stated herein are of the essence of this Agreement.

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E. PREAMBLE, RECITALS AND EXHIBITS. The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. CAPTIONS. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. GEORGIA AGREEMENT. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia. LOCAL GOVERNMENT hereby consents to personal jurisdiction and venue in said court and waives any claim of inconvenient forum.

I. COUNTERPARTS. This Agreement is executed in three (3) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

J. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

K. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities. 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.

L. NO THIRD PARTY BENEFICIARIES. 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.

M. ENTIRE AGREEMENT. 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.

ARTICLE XVIII
COMPLIANCE WITH APPLICABLE LAWS

A. The undersigned, on behalf of the LOCAL GOVERNMENT, certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

B. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

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C. By execution of this Agreement, I, 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. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia, as stated in Appendix B.

D. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to, 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.

E. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

F. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix C.

G. 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 pursuant to the provisions of Article XI.

H. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that it shall comply with 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", in full; and a drug-free workplace will be provided for the Local Government's employees during the performance of the Agreement.

1) 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 contract with _____, _____ certifies that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3".

2) Through execution of this Agreement, the LOCAL GOVERNMENT certifies that it will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

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.

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Contract ID: IGTIA2400075

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

GEORGIA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Russell R McMurry
76D6577D00644EA...
Commissioner (Seal)

AUGUSTA, GEORGA D/B/A CITY OF AUGUSTA
ALSO KNOWN AS AUGUSTA-RICHMOND COUNTY

Signature 9/12/2023 Date

GARNETT L. JOHNSON, MAYOR
Printed Name/Title

PLACE SEAL HERE

ATTEST:
DocuSigned by:
74085B5B0FAC425...
Treasurer

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.

Signature 9/20/23 Date

LENA J. BONNER, City Clerk
Printed Name/Title

58-2204294
Federal Employer Identification Number

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EXHIBITS

Exhibit A	**Work Schedule**
Exhibit B	**Scope and Procedure**

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EXHIBIT A

WORK SCHEDULE

1) **Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628**
2) **Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629**

The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the DEPARTMENT after execution of this Agreement

The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

If applicable, this must include the yearly operations plan for a transit project, to be updated annually by the LOCAL GOVERNMENT.

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EXHIBIT B

SCOPE AND PROCEDURE

1) Construction, operation and maintenance of Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628
2) Construction, operation and maintenance of Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629

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APPENDICES

Appendix A	Local Project Delivery Application
Appendix B	Certificate of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit
Appendix D	Local Government Resolution

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APPENDIX A

LOCAL PROJECT DELIVERY APPLICATION
for the following Projects:

1) **Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628**
2) **Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629**

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Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

April 27, 2023

Herbert L. Judon Jr. A.A.E, IAP
Executive Director – Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906

SUBJECT: **PI# 0017628 – Augusta Regional Airport – Airport Apron Expansion**
PI# 0017629 – Augusta Regional Airport – Runway 8/26 Rehabilitation
Augusta Regional Airport
Local Delivery Approval

Mr. Judon:

The Department has reviewed the TIA Local Government Application for project delivery submitted for the above referenced projects. The Local Delivery Application has been approved for the following phases:

- Construction (CST)

A Local Agreement between the Georgia Department of Transportation and the Augusta Regional Airport is required to be executed prior to beginning work. A written Notice to Proceed from the Department, or its Agent, is also required prior to beginning work on any project phase.

Should you have any questions, or need additional information, please contact Jeramy Durrence at 404-694-6545 or by email at jdurrence@dot.ga.gov .

Sincerely,

Jeramy Durrence for

Kenneth Franks,
State TIA Administrator

KKF:jpd
Cc: Dan Bodycomb, TIA Program Manager
George Brewer, TIA Pre-Construction Manager
Eric Wilkinson, Assistant State TIA Administrator
Bobby Adams, TIA Procurement Manager
Project File

DocuSign Envelope ID: 182C97EB-5F27-4A95-A709-AF8A79AE23CD

Transportation Investment Act (TIA) Local Project Delivery Application

Section I – Local Government Applicant Information		
Applicant Augusta, Goergia	**Main Contact** Hameed Malik	
Contact Title Director Engineering	**Phone Number** 706-796-5040	
Local Government Email address hmalik@augustaga.gov		
Contact Address 452 Walker Street		
Address Line 2 Suite 110		
City Augusta	**State** GA	**Zip Code** 30901

Section II – Project Information			
County Richmond	**City** Augusta	**Congressional District** 12	**GDOT District** 2
Regional Commission 7		**MPO Region (if applicable)** ARTS MPO	
Regional Commission ID Number/ PI Number/ and Project Name See Exhibit A			
☐ Local Government is LAP Certified			

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Please check all phases of delivery in which the Local Government desires to have responsibility (PE, ROW, UTL, CST)

- [x] Preliminary Engineering (PE)
- [x] Right of Way (ROW)
- [x] Utilities (UTL)
- [x] Construction (CST)

Section III–Method of Delivery

The Local Government's plan for delivering the selected phase(s) of the Project. Include in this plan the types of resources needed, both inhouse and consultants, and your procedures for managing project quality, scope, schedule, and budget:

Available resources:
PE Phase: In-house (Project Engineers, Program Delivery Lead, Senior Engineer,Traffic Engineer, Survey Crew) and Contract Services (Design Consultants).

Right-of Way Phase: In-house (Full service land acquisition professional team) and on-call contract services.

Construction: In-house (Construction Manager, Construction Engineer, Inspectors) and CEI on-call contract services.

Please list the Local Government's previous experience with Project Delivery. List two projects of similar scope and cost.

Project Name:
Marks Church Road Widening From Wrightsboro Road to Wheeler Road / PI#0011394

Project Description:
This project consist of widening the existing two-lane roadway to a three-lane roadway, adding curb and gutter, sidewalks, a storm sewer system, and bridge replacement.

Construction Let Date:
July 2015

Construction Completion Date:
December 2019

Initial Cost Estimate:
$7,770,896

Final Completed Cost:
$9,529,072

DocuSign Envelope ID: 182C97EB-5F27-4A95-A709-AF8A79AE23CD

Project Name:

James Brown Reconstruction / PI# 0011419

Project Description:

The purpose of this project is to improve roadway capacity and safety by resurfacing, and reconstructing the existing curb and gutter, sidewalks, and storm sewer system

Construction Let Date:

November 2019

Construction Completion Date:

December 2021

Initial Cost Estimate:

$6,101,207

Final Completed Cost:

$5,272,701

Is the Project on the State Route System or does it tie to a State Route?

No

Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.

Report will be generated on a monthly basis that will include schedule and budget updates. Report will be submitted in PDF format.

The Local Government's procedures in place for contract payment validation.

Augusta, GA will follow its current Procurement rules and procedures for contract payment validation.

The Local Government's conflict of interest policy.

see attachment

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Complete the information below and submit to:

Kenneth Franks, State TIA Administrator
Georgia Department of Transportation
600 West Peachtree Street, NW
Atlanta, Georgia 30308

I hereby certify that I am a principle and duly authorized representative of Augusta, Georgia, whose address is 452 Walker St., STE 110, Augusta, GA 30901.

LOCAL GOVERNMENT:

_____ (Signature)

Director Engineering (Title)

3/9/23 (Date)

DocuSign Envelope ID: 182C97EB-5F27-4A95-A709-AF8A79AE23CD

Exhibit F

Sec. 1-1-27. Employee or public official conflict of interest, procurement prohibitions.

Except as otherwise provided by law, it shall be unethical for any Augusta, Georgia employee or public official, as defined in AUGUSTA, GA CODE section 1-1-22(c)(8), to *transact any business* or participate directly or indirectly in any procurement contract when the conditions below apply. This prohibition applies at every level of procurement, including, but not limited to, prime contractors, sub-contractors (and every level of contracting below sub-contractors), suppliers, vendors, professional and consultant service providers. The procurement prohibitions provided in this section shall apply when the employee or public official knows that:

(a) The employee or public official or any member of the employee's or public official's immediate family has a *substantial interest or financial interest* pertaining to the procurement contract; or

(b) Any person, business, or organization, with whom the employee or public official (or any member of an employee's of public official's immediate family) is negotiating with for employment purposes (or has an arrangement concerning prospective employment), is involved in the procurement contract.

An employee or public official or any member of an employee's or public official's immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.

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TIA 2 Exhibit A

Regional Project ID	PI #	County	Project Description	Regional Commission	Congressional District	Type	CURRNET TIA Band	Original Budget	Current Budget	Project Descripton	Comments
RC07-0104	17618	Richmond	15th Street Improvements (Walton Way to Government Street)/Poplar St.) - Part II	Central Savannah	1	Roadway Widening, Drainage and Pedestrian Safety Improvements	1	$ 8,045,304.00	$ 8,045,304.00	This project is to improve the roadway capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on 15th Street from Walton way to Government street. This project fills the gap between TIA Band 2 projects.	
RC07-0120	17620	Richmond	Broad Street Improvements (Washington Road to Sand Bar Ferry Road)-Part II	Central Savannah	1	Roadway Widening, Drainage and Pedestrian Safety Improvements	1	$ 20,304,000.00	$ 20,304,000.00	This project is to improve the roadway capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on Broad Street from Washington Road to Sand Bar Ferry Road. This project is the continuation of the TIA Band 3 Project.	
RC07-0139	17624	Richmond	Intelligent Transportation System Master Plan Implementation-Richmond County -Part II	Central Savannah		Traffic Improvement	1	$ 7,623,000.00	$ 7,623,000.00	Intelligent Transportation system master plan implementation -II will be the part II of the earlier TIA program. Efficiency has been improved from the part I TIA project during the Masters Season.	
RC07-0140	17625	Richmond	Intelligent Transportation System Operations and Maintenance Repairs	Central Savannah		Traffic Improvement	1 to 3	$ 2,000,000.00	$ 2,000,000.00	Intelligent Transportation system operations	
RC07-0151	17626	Richmond	RC Emergency and Transit Vehicles Preemption System - Part II	Central Savannah		Traffic Improvement	1	$ 600,000.00	$ 600,000.00	This project allows normal operation of traffic lights to be preempted in the path of emergency vehicle. This will be the part II of the earlier TIA program. Safety and Efficiency has been improved along the Washington corridor from the part I TIA project	

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REQUEST FOR BAND CHANGE (TO BAND 1)											
RC07-0129	17632	Richmond	Dennis Road Widening and Improvements	Central Savannah	7	Roadway Widening, Drainage and Pedestrian Safety Improvements	2	$ 6,395,630.00	$ 6,395,630.00	This project is to improve the roadway safety and capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on Dennis Road.	**Request for band change to 1 -CRP Approval Date: 3/7/2023**
RC07-0136	17637	Richmond	Hephzibah-Mcbean Road Resurfacing (Peach Orchard Rd to Brothersville Rd)	Central Savannah	8	Pavement Rehabilitation	2	$ 3,616,800.00	$ 3,616,800.00	Pavement Rehabilitation	
RC07-0132	17634	Richmond	Fulcher Road Resurfacing	Central Savannah	8	Pavement Rehabilitation	2	$ 3,164,700.00	$ 3,164,700.00	Pavement Rehabilitation	
RC07-0134	17635	Richmond	Golden Camp Road Resurfacing	Central Savannah	5	Pavement Rehabilitation	2	$ 2,063,450.00	$ 2,063,450.00	Pavement Rehabilitation	
RC07-0156	17645	Richmond	Story Mill Road Resurfacing (Hephzibah Mc-Bean Rd to Fulcher Road)	Central Savannah	8	Pavement Rehabilitation	2	$ 2,157,509.00	$ 2,157,509.00	Pavement Rehabilitation	
RC07-0110	17628	Richmond	Augusta Regional Airport - Airport Apron Expansion	Central Savannah		Airport		$ 7,000,000.00	$ 7,000,000.00	Airport Project	
RC07-0112	17629	Richmond	Augusta Regional Airport- Runway 8/26 Rehabilitation	Central Savannah		Airport		$ 1,600,000.00	$ 1,600,000.00	Airport Project	
REQUEST FOR BAND CHANGE (BAND 1 TO BAND 2)											
RC07-0121	17621	Richmond	Broad Street over Rae`s Creek (Bridge Repair & Restoration) - 1	Central Savannah	1	Bridge Rehabilitation	1	$ 3,174,428.00	$ 3,174,428.00	This project is repair and restoration of bridge on Broad street over Rae's creek and improve its surrounding areas. The structure and its adjacent area is in need of repair, maintenance and aesthetics improvements.	**Request for band change to 2 Approval Date: 3/7/2023**
RC07-0122	17622	Richmond	Broad Street over Rae`s Creek (Bridge Repair & Restoration) - 2	Central Savannah	1	Bridge Rehabilitation	1	$ 2,420,550.00	$ 2,420,550.00	This project is repair and restoration of bridge on Broad street over Rae's creek and improve its surrounding areas.	

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BAND 2 (DESIGN INITIATED)											
RC07-0130	17633	Richmond	Doug Bernard Parkway Improvements (Gordon Hwy to Hwy 56)	Central Savannah	1	Roadway Widening, Drainage and Pedestrian Safety Improvements	2	$ 11,882,560.00	$ 11,882,560.00	This project is to improve the roadway capacity and safety by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on Doug Bernard Parkway between Gordon Highway and HWY 56.	Ready for RFQ- PE
RC07-0137	17638	Richmond	Highland Ave. Improvements (Wrightsboro Rd. to Gordon Hwy)	Central Savannah	2	Roadway Widening, Drainage and Pedestrian Safety Improvements	2	$ 7,059,397.00	$ 7,059,397.00	This project is for pavement rehabilitation on Highland Avenue between Wrightsboro Road and Gordon Highway. This project aims to improve the safety by adding additional turn lanes and sidewalks. There is a school and several other business along this corridor.	Ready for RFQ- PE
RC07-0146	17640	Richmond	Milledgeville Road Improvements (North Leg to Barton Chapel)	Central Savannah	2	Roadway Widening, Drainage and Pedestrian Safety Improvements	2	$ 17,011,727.00	$ 17,011,727.00	This project is to improve the roadway saftery and capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on Milledgeville Road between Northleg and Barton Chapel.	Ready for RFQ- PE
RC07-0148	17641	Richmond	Monte Sano Ave Improvements (Wrightsboro Rd to Walton Way)	Central Savannah	3	Roadway Widening, Drainage and Pedestrian Safety Improvements	2	$ 8,938,270.00	$ 8,938,270.00	This project is to improve the roadway capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks, lighting and storm sewer system on MonteSano Avenue between Wrightsboro Road to Walton Way. This project will also address the intersection improvement at central Avenue and Monte Sano Avenue.	Currenty 60% completed.
RC07-0153	17643	Richmond	Richmond Hill Road Improvements (Lumpkin - Deans Bridge)	Central Savannah	5	Roadway Widening, Drainage and Pedestrian Safety Improvements	2	$ 9,252,974.00	$ 9,252,974.00	This project is to improve the roadway capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks	Ready for RFQ- PE
BAND 3 (DESIGN INITIATED)											
RC07-0154	17644	Richmond	Skinner Mill Road Widening & Improvements (Boy scout Rd to Walton Way Ext)	Central Savannah	7	Roadway Widening, Drainage and Pedestrian Safety Improvements	3	$ 21,962,975.00	$ 21,962,975.00	This project is to improve the roadway capacity by widening, resurfacing, reconstructing the existing curb and gutter, sidewalks	Concpt completed, working towards 30% plans

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Contract ID: IGTIA2400075

APPENDIX B

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principle and duly authorized representative of Augusta, Georgia, D/B/A City of Augusta, also known as Augusta-Richmond County, whose address is 452 Walker Street, Suite, Augusta, GA 30901, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

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

(a) Provisions of Section 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 follwoing 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) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

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 contract period.

9/12/2023
Date

Signature
GARNETT L. JOHNSON, MAYOR

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Contract ID: IGTIA2400075

APPENDIX C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Augusta, Georgia, d/b/a City of Augusta, also known as Augusta-Richmond County

Contract No. and Name: IGTIA2400075
TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

46923
E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

7/9/07
Date of Authorization

GARNETT C. JOHNSON
Printed Name of Authorized Officer or Agent

MAYOR
Title of Authorized Officer or Agent

9/12/2023
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

12 DAY OF September, 2023

Nancy W. Morawski
Notary Public

My Commission Expires: 2-9-2027

[NOTARY SEAL]
NANCY W MORAWSKI NOTARY PUBLIC COLUMBIA COUNTY, GA EXP. FEBRUARY 9, 2027

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Contract ID: IGTIA2400075

APPENDIX D

LOCAL GOVERNMENT RESOLUTION
for the following Projects:

1) **Augusta Regional Airport – Airport Apron Expansion, P.I. 0017628**
2) **Augusta Regional Airport – Runway 8/26 Rehabilitation, P.I. 0017629**



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Augusta GEORGIA

Office of the City Administrator

Odie Donald, II MBA
Administrator

February 1, 2022

Dr. Hameed Malik
Engineering Director
452 Walker Street
Augusta, GA 30901

Dear Dr. Malik:

At the regular meeting held Tuesday, February 1, 2022, The Augusta, Georgia Commission took action on the following:

14. **Approved**: Motion to approve Albert Dudley Encroachment request to construct a carport/garage in Augusta, GA reserved easements located along west property line, more particularly shown on parcel TM 023-0-085-00-0 Partial Topographic Map prepared by Toole Surveying, dated February 5, 2021, attached here to as Exhibits A and B. Also authorized Augusta Mayor to process and sign all associated documents with consultation of Augusta Legal Counsel. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)

15. Approved supplemental funding (SA2) for Preliminary Engineering. Final Design Phase (PE phase 2) of the Design Consultant Services Agreement to Kimley-Horn in the amount of $546,518.78 for the Monte Sano Ave. Improvements (Wrightsboro Rd. to Walton Way) Project as requested by the AED. RFQ 19-247 (Approved by Engineering Services Committee January 25, 2022)

16. **Approved**: Motion to approve and authorize Augusta Engineering Department (AED) to discontinue Rocky Creek Flood Risk Management Project as US Army Corps of Engineers (USACE) and Augusta, Georgia Joint project, and Authorize AED to notify the USACE accordingly. Also authorize AED to continue the project independently at local level. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)

17. **Approved**: Motion to approve and authorize Augusta Engineering Department (AED) to discontinue Rocky Creek Flood Risk Management Project as US Army Corps of Engineers (USACE) and Augusta, Georgia Joint project, and Authorize AED to notify the USACE accordingly. Also authorize AED to continue the project independently at local level. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)

18. Approved the installation of new striping along Lumpkin Road between Deans Bridge Road and Peach Orchard Road. The new striping will replace the existing roadway striping that has been faded over the years utilizing an on-call contract. Requested by AED. Bid#22-101AC (Approved by Engineering Services Committee January 25, 2022)

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19. Approved the installation of three (3) speed humps along Bennock Mill Loop between Bennock Mill Road and Horseshoe Road with a construction cost of $12,000. Funding is available in Traffic Engineering budget account Traffic Calming Program. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)

20. **Approved**: Motion to receive update regarding Speed Hump Funding and approve Revised Speed Hump Policy. Requested by AED. (Approved by Engineering Services Committee January 25, 2022)

21. **Approved**: Motion to authorize the Mayor to execute appropriate Transportation Investment Act 2022 Investment List (TIA 2) Projects Delivery intergovernmental agreements (IGA), at the discretion of the Augusta Law Department, between Augusta, Georgia and the Georgia Department of Transportation (DOT) to allow the Augusta Engineering Department (AED) to manage and deliver individual projects funded through the TIA2 funding approved by the Voters on June 9, 2020. Requested by AED (Approved by Engineering Services Committee January 25, 2022)

If you have any questions, please contact me.

In Service,

Odie Donald, II
Administrator

Certificate Of Completion

Envelope Id: 182C97EB5F274A95A709AF8A79AE23CD
Status: Completed
Subject: 48400-290-IGTIA2400075/AUGUSTA-RICHMOND COUNTY GOVERNMENT
Source Envelope:
Document Pages: 34
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
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Atlanta, GA 30308
gdot_contracts@dot.ga.gov
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Pool: Georgia Department of Transportation
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Signer Events	Signature	Timestamp
Kenneth K. Franks kfranks@dot.ga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/9/2022 4:15:27 PM ID: 1602568a-f1aa-4652-b574-c9b1695e6884	**Completed** Using IP Address: 174.163.125.240	Sent: 10/5/2023 3:36:55 PM Viewed: 10/6/2023 1:43:02 PM Signed: 10/6/2023 1:43:09 PM
Russell R McMurry rmcmurry@dot.ga.gov Commissioner Georgia Department of Transportation Security Level: .Email 10/12/2023 2:11:29 PM **Electronic Record and Signature Disclosure:** Accepted: 2/26/2016 9:35:33 AM ID: cd5459ce-99ae-409c-b25c-b6922ca5a283	DocuSigned by: Russell R McMurry 76D6577D00644FA... Signature Adoption: Pre-selected Style Using IP Address: 143.100.55.13	Sent: 10/6/2023 1:43:10 PM Resent: 10/11/2023 11:18:09 PM Viewed: 10/12/2023 2:12:06 PM Signed: 10/12/2023 2:12:11 PM
Angela O. Whitworth awhitworth@dot.ga.gov Treasurer Security Level: .Email ID: ddaea0d0-387e-4bed-975a-c5e961537daa 10/13/2023 2:42:24 PM **Electronic Record and Signature Disclosure:** Accepted: 2/26/2016 10:03:38 AM ID: 2a61aae5-fe62-454e-9e47-e070cdbd9d0a	DocuSigned by: 74085B5B0FAC425... Signature Adoption: Uploaded Signature Image Using IP Address: 143.100.55.13	Sent: 10/12/2023 2:12:12 PM Resent: 10/13/2023 2:42:14 PM Viewed: 10/13/2023 2:42:27 PM Signed: 10/13/2023 2:42:35 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	10/5/2023 3:36:55 PM
Envelope Updated	Security Checked	10/11/2023 11:18:10 PM
Envelope Updated	Security Checked	10/11/2023 11:18:10 PM
Envelope Updated	Security Checked	10/11/2023 11:18:10 PM
Envelope Updated	Security Checked	10/12/2023 2:12:41 PM
Envelope Updated	Security Checked	10/13/2023 2:42:14 PM
Envelope Updated	Security Checked	10/13/2023 2:42:14 PM
Certified Delivered	Security Checked	10/13/2023 2:42:27 PM
Signing Complete	Security Checked	10/13/2023 2:42:35 PM
Completed	Security Checked	10/13/2023 2:42:35 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

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From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from Georgia Department of Transportation
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Georgia Department of Transportation
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.

Georgia Department of Transportation

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

October 24, 2023

Dr. Hameed Malik, P.E.
Director of Engineering
City of Augusta
452 Walker St, Suite 110
Augusta, Georgia 30901

SUBJECT: **PI 0017628, Richmond County**
Augusta Regional Airport - Airport Apron Expansion
PI 0017629, Richmond County
Augusta Regional Airport- Runway 8/26 Rehabilitation
Notice to Proceed (NTP)
IGTIA2400075

Dr. Malik:

This letter is to serve as the Notice to Proceed (NTP) with Construction (CST) for the above referenced TIA project. The plans have been reviewed and are consistent with the TIA stated benefit. The Construction Phase (CST) of this project is limited to the amount in the TIA Agreement - Article 1.H. In accordance with Article I of the TIA Agreement. The contractor will be Independence Excavating, Inc.

Should you have any questions, or need additional information, please contact Jeramy Durrence at 404-694-6545 or by email at jdurrence@dot.ga.gov.

Sincerely,

Jeramy Durrence for

Kenneth Franks,
State TIA Administrator

KKF:JPD

Cc: General Files
Priti Patel, Office of Financial Management
TIA Contracts

Commission Meeting

December 5, 2023

Motion to approve the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2025.

Department:	Planning and Development
Presenter:	Carla Delaney or Department Designee
Caption:	Motion to **approve** the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2025. **(Approved by Public Services Committee November 28, 2023)**
Background:	Section 5303 funds are a formula grant provided by FTA annually for the development of an integrated intermodal transportation system, identification of transit multimodal or intermodal facilities, financial plan, assessment of capital investment, or transit enhancement activities. All projects must conform to FTA guidelines.
Analysis:	
Financial Impact:	FTA Section 5303 FY 2025 Application - Application with the Federal Transit Administration (FTA) for a grant under Title 49 U.S.C., Section 5303. There is an 80/10/10 split on the grant/match as shown below: Federal - $194,996.00 State - $24,374.50 Local - $24,374.50 10% Local match is included in the 2023 Planning & Development budget. Approved by the Administrator's Office on September 23, 2023.
Alternatives:	Forfeit potential reimbursement of planning activities related to transit planning.
Recommendation:	Approval of the FY 2025 Application to FTA for Section 5303 Funds
Funds are available in the following accounts:	Federal - $194,996.00 State - $24,374.50 Local - $24,374.50 10% Local match is included in the 2023 Planning & Development budget - 220016309
REVIEWED AND APPROVED BY:	N/A

AUGUSTA, GEORGIA
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000455	PLANNING	FY 2025 Section 5303 Transit Planning (ARTS)

The APDD is required to submit an application to the Georgia Department of Transportation, Division of Intermodal, to secure federal funds for metropolitan transit planning. Transit planning work tasks are included in the FY 2025 Unified Planning Work Program. The funds are included in the proposed 2024 budget for the Planning and Development Department.

Cash match required: Yes 10% ($24,374.50) Funds are included in the department budget.

EEO required - Yes. EEO Notified - Yes.

Start Date: 07/01/2024 **End Date:** 06/30/2025
Submit Date: 09/18/2023 **Department:** 074 Planning and Zoning **Cash Match?** Y
Total Budgeted Amount: 243,745.00 **Total Funding Agency:** 219,370.50 **Total Cash Match:** 24,374.50

Sponsor: GM0005 Fed Transit Adm
Sponsor Type: PT Pass thru Federal
Purpose: 24 ARTS -MPO **Flow Thru ID:** GM0006 GDOT

Contacts

Type	ID	Name	Phone
I	GMI023	Harris, Mariah	(706)821-1810

Approvals

Type	By	Date
FA	C. DELANEY	09/18/2023

Dept. Signature: [signature]
Grant Coordinator Signature: [signature] 9/19/2023

1.) I have reviewed the Grant application and enclosed materials and:

o Find the grant/award to be feasible to the needs of Augusta Richmond County

o Deny the request _____

[signature] 9/20/2023
Finance Director Date

2.) I have reviewed the Grant application and enclosed materials and:

o Approve the Department Agency to move forward with the application

o Deny the request _____

[signature] 9/23/23
Administrator Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

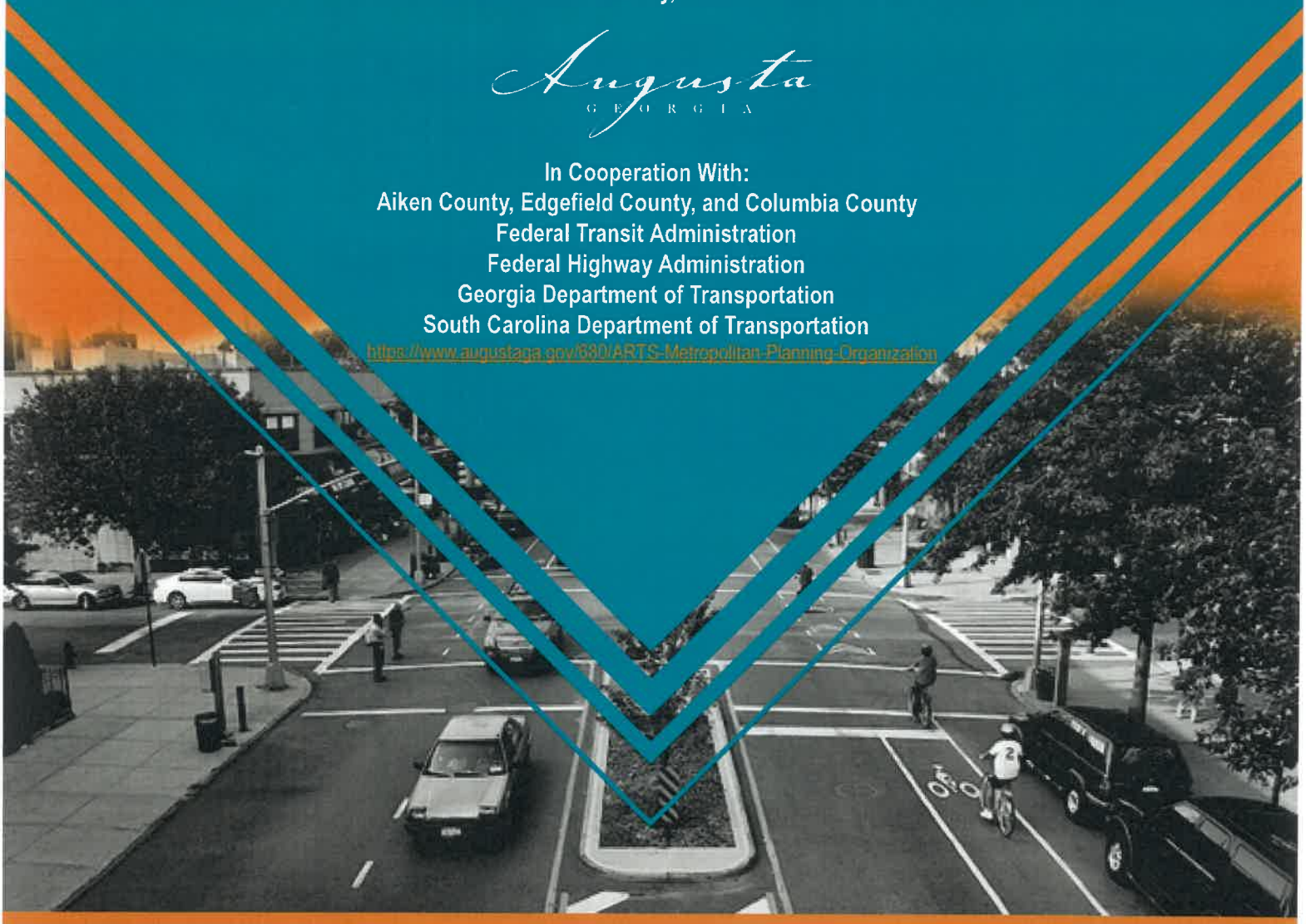
Unified Planning Work Program

FY 2025

Prepared By:
Augusta Planning & Development Department
Carla Delaney, Director

Augusta
GEORGIA

In Cooperation With:
Aiken County, Edgefield County, and Columbia County
Federal Transit Administration
Federal Highway Administration
Georgia Department of Transportation
South Carolina Department of Transportation
https://www.augustaga.gov/680/ARTS-Metropolitan-Planning-Organization



GAMPO Georgia Association of MPOs GDOT SCDOT Federal Transit Administration

Introduction & Funding Distribution

Please refer to the table below to identify Applicant Organization's total available allocation of FY 2025 Section 5303 planning funds.

Considerations

- The amount depicted under "Total Allocation" represents only the Federal funding available to each MPO.
- The proposed project must also include non-federal matching funds of 20% of the total project cost.
- For FY 2025, GDOT has identified state matching funds of up to 10% of the total project cost. Your organization must provide the remaining 10% local match.

For FY 2025, GDOT has identified additional funding availability. Organizations with identified planning project needs beyond their allocation are encouraged to apply for additional funding. All such additional funding requests will be considered according to criteria in Appendix D.

Table 1: Urban Area Population and Section 5303 Allocation Statistics

FY 2025 SECTION 5303 FUNDING DISTRIBUTION

Based on 2020 Census URBANIZED AREA (UZA) POPULATION

MPO	Base Amount	Population 2020 Census*	Population Factor	Population Allocation	Total Allocation
Albany	**$30,000**	**85,960**	**1.22%**	**$41,367**	**$71,367**
Athens	**$30,000**	**143,213**	**2.03%**	**$68,919**	**$98,919**
Atlanta	**$500,000**	**5,100,112**	**72.15%**	**$2,454,345**	**$2,954,345**
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Cartersville	**$25,000**	**52,351**	**0.74%**	**$25,193**	**$50,193**
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GDOT Discretionary	**$70,000**				**$70,000**
Totals	$1,009,798	7,068,837	100%	$3,401,761	$4,411,559

**Population figures match those used in GDOT's PL funding distribution.*

*** Chattanooga will not receive any STATE MATCH*

4,411,559	***Available for 5303 MPO Planning - FY 2023 (FTA Annual Apportionment)***
($1,009,798)	***Base Amount***
$3,401,761	**Available 5303 Funds - Distributed via Formula Allocation**

Submission Guidelines

Please use the following guidance in submitting completed Section 5303 grant applications to GDOT.

- Applications should be submitted with the transmittal letter on Applicant Organization letterhead. Authorizing resolutions must be notarized. Both documents should be submitted as scanned attachments with the rest of the application package submitted electronically.
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FY2025 FTA 5303 GRANT APPLICATION

WORK ELEMENT 8 – PUBLIC TRANSIT / PARATRANSIT

TASK 8.1 - Program Support and Administration (44.21.00)

Purpose: To provide planning and administrative assistance to Augusta Transit (AT) and LSCOG (Lower Savannah Council of Governments). Under this work element, the MPO staff will aid AT and Best Friend Express (BFE) in preparing financial and operation reports required by the MAP 21/ FAST Act/ Bipartisan Infrastructure Law legislation. Assistance in the preparation of the National Transit Database (NTD) reports will also continue.

Additional administrative assistance will include: Preparing required certifications; Updating annual Title VI assurances; Providing an opportunity for public hearings on grant applications and fare/service changes; Processing procurements involving Federal and State funds; Assisting in planning for transit system capital investments that will lead to increased security for the transit system; Monitoring requirements of the grant process (e.g. labor certifications, third party contracting, bidding, and award process); Developing the Georgia public transportation portion of the Unified Planning Work Program; and providing technical assistance on any transit-related issues facing AT.

LSCOG and their BFE staff will participate in the above-mentioned activities on behalf of their program and will also engage in employee training and education; participation in, and attendance at, ARTS committees; community outreach and marketing events; multiple grant(s) development, writing, and grant administration; grant reporting; Disadvantaged Business Enterprise (DBE) reporting; procurement; service provider contracting and oversight. (missing a period)

Previous Work

1. Grant management for continuing FTA Section 5310 Enhanced Mobility for the Elderly and Disabled Persons for LSCOG.
2. First-time development of GTFS information for the BFE fixed routes.
3. Grant amendment for existing FTA federal award to support the BFE.

FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Update the Annual Title VI Monitoring Report.	August 2024
2. Update socioeconomic demographic GIS data analysis for EJ.	July 2024 - March 2025
3. Conduct public meetings for review and comment period for Program of Projects (POP) related to grant applications and fare increases/service reduction, MTP & and special studies.	As Needed
4. Assist in planning for transit system capital investments that will lead to increased security for the transit system.	As Needed
5. Develop UPWP and Georgia 5303 Grant Application.	October 31, 2024
6. Provide technical transit planning and grant management assistance related to Coordinated Human Services Transportation, ADA accessibility, transit service operational improvements, land use and transportation, transit-oriented development, and other issues.	As Needed
7. FY 2025 FTA 5303 Quarterly Reports to GDOT and SCDOT.	Oct, Jan, Apr, Jun
8. Facilitate MPO committee meetings for transit planning tasks.	Quarterly
9. Prepare split grant funding tables and assist with grant submission for 5307 and 5339 split allocations for AT and LSCOG.	January 31, - April 1, 2025
10. FY 2025 Invoices for Section 5310 Program sent from the MPO to the GDHS contractor for processing.	Monthly by the 10th
11. Assist with POP and transit funding tables in TIP for AT and LSCOG.	September 30, 2025
12. FTA Section 5307 Grant Application SC	November 2025

ACTIVITIES	EXPECTED COMPLETION DATE
13. Semi-annual Disadvantaged Business Enterprise (DBE) Reporting for Urban Transit Services SC	Dec. & June 2024/2025
14. FTA Required Milestone Progress Reports (MPR) and Federal Financial Reports (FFR) Reporting for Grants in TrAMS SC	Annually
15. Quarterly Reporting for 5303 Planning Services SC	Quarterly
16. State Application to SCDOT for State Mass Transit Funds (SMTF) funding SC	March 30, 2025
17. Attendance and report presentation to all ARTS Committees SC	Quarterly
18. Applications for Funding to be used as Local Match SC	Annually
19. SCDOT Public Transportation Workshop	September 2025
20. Transportation Association of South Carolina (TASC) conference	Spring 2025
21. Attendance Georgia Transportation Association (GTA) Conference	December 2024
22. Triennial National Database Sampling – onboard counting of bus riders	Summer 2024
23. Attendance Zero Emission Bus Conference	Summer 2024
24. South Carolina Annual MPO/COG Workshop	TBD
25. National Transit Institute (NTI) webinars	On-Going
26. Assist with Program of Projects (POP) and transit funding tables	On-Going
27. Perform Transit Service Provider Contract Oversight	On-Going
28. LSCOG administration of FTA 5310 funding. Monthly ridership report and invoices submitted to the ARTS MPO.	Monthly

Product(s)

1. Grant administration activities for FTA Urban Section 5310
2. Submission of a grant application for capital and operating assistance for public transit
3. Preparation of the GA / SC UPWP public transit elements.
4. Various Monthly, Quarterly, and Annual Reports.
5. Attendance and presentation to all three ARTS Committees (each held bi-monthly).

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Responsible Agency: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (FHWA GA SEC 5303)	$50,196.00	$0.00	**$50,196.00**
GA DOT (SEC 5303 Match)	$6,274.50	$0.00	**$6,274.50**
APDD (SEC 5303 Match)	$6,274.50	$0.00	**$6,274.50**
FTA (FHWA SC SEC 5303)	$0.00	$26,040.00	**$26,040.00**
LSCOG (SEC 5303 Match)	$0.00	$6,510.00	**$6,510.00**
TOTALS	**$62,745.00**	**$32,550.00**	**$95,295.00**

TASK 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01)

Purpose: Provide and/or create current data annually that is utilized in the MTP and Analysis. These data sets include Socioeconomic Data/Environmental Justice; Land Use Monitoring; Transportation Surveys, Models and Analysis; GIS Development and Application; Long long-range transit Planning; Performance-Based Planning; Congestion Management; Air Quality Issues; Public Administration; and Intermodal Planning. Community Outreach and Education are performed as part of this task to disseminate the new information. To successfully respond to public transit requirements for Transit Asset Management (TAM) Plans and Safety. To review the ten-year planning horizon for the BFE's Transit Improvement Study (TIS) completed in 2025.

Previous Work

1. Developed framework for FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities which included service operation strategy, grant administration, and mobility management for travel training.
2. LSCOG assisted with the development and implementation of the FTA Section 5310 urban program for residents of Aiken County who are 60+ or a person with a disability.
3. Developed GIS mapping for address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.

FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Continue assessing the financial capability of AT and BFE and continue to secure other funding sources to implement recommendations from previous planning studies.	On-Going
2. Staff tasks related to 2050 MTP Performance-Based Multimodal Plan Update – Socioeconomic data, GIS analysis, and mapping, community outreach, regional travel demand model for transit.	July 2024 – June 30, 2025
3. LSCOG Updates and Amendments to the MTP SC.	As needed
4. Participate in Performance-Based Planning for the Transit System.	On-Going
5. Enhancements to Public Transit	On-Going

Product(s):

1. ARTS will continue all task activities for FTA Section 5310 Enhance Mobility for Seniors and Individuals with Disabilities, service operation strategy, and regional Coordinated Human Services Transportation Framework.
2. 2050 MTP Performance-Based Multimodal Plan Update – socioeconomic data, land use development data collection and analysis, GIS analysis and mapping, community outreach, regional travel model for transit.
3. Corridor Plans – application of Land use and Access Management and Complete Streets policies to increase transit ridership and ADA safety
4. Performance Measures – Public Transit
5. GIS map and address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.
6. To review, study, and assist August Transit in addressing transit-related issues. Issues include safety, bus shelter lighting, and ADA compliance.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Responsible Agency: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (FHWA GA SEC 5303)	$67,200.00	$0.00	**$67,200.00**
GA DOT (SEC 5303 Match)	$8,400.00	$0.00	**$8,400.00**
APDD (SEC 5303 Match)	$8,400.00	$0.00	**$8,400.00**
FTA (FHWA SC SEC 5303)	$0.00	$2,000.00	**$2,000.00**
LSCOG (SEC 5303 Match)	$0.00	$500.00	**$500.00**
TOTALS	**$84,000.00**	**$2,500.00**	**$86,500.00**

TASK 8.3 - Short-Range Transportation Planning (44.24.00)

Purpose: To perform tasks that are immediate and are reviewed for implementation within the next 3-5 years. LSCOG staff will undertake their required short-range transit planning activities on behalf of the Best Friend Express and its paratransit programs. APDD will prepare short-range planning activities on behalf of Augusta Transit. This includes both transit program staff preparing the necessary operations reports, periodically evaluating the level of transit service, monitoring requirements of the grant process, preparing the annual update to the Title VI assurances, and assisting in the following year's UPWP.

FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Monitor, update, and program grant funds for buses and/or vans for ADA complementary services including the purchase or lease of new transit vehicles accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.	On-Going
2. Participate with ARTS/MPO in a review and update, if needed, of any Regional Human Services Coordination Plan	On-going or as requested by the MPO
3. Marketing of any New or Revised Service	On-Going
4. Respond to Requests for Presentations to the Public or Agencies	On-Going
5. LSCOG Attorney and Executive Director Signatures on Annual Certification & Assurances for FTA	March 2025
6. Capital Vehicle Acquisition Planning	February 2025
7. Updates to Transit Asset Management (TAM) Plan	June 2025
8. Safety and Planning Mandate Updates	July – December 2024
9. Review the Planning Studies for Possible Implementation of Previous Recommendations	On-Going
10. Submit transit system performance data reported to NTD.	October 2024
11. Annual NTD Report and Validation Response	January – February 2025

Product(s):

1. Annual Certifications and Assurances
2. TAM Plan Updates
3. Transit section of UPWP Completed
4. Continued Implementation of the Public Transit Agency Safety Plan (PTASP)
5. Annual NTD Report

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Responsible Agency: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (SEC 5303)	$51,200.00	$0.00	**$51,200.00**
GA DOT (SEC 5303 Match)	$6,400.00	$0.00	**$6,400.00**
APDD (GA PL Match)	$6,400.00	$0.00	**$6,400.00**
FTA (SEC 5303)	$0.00	$15,960.00	**$15,960.00**
LSCOG (SEC 5303 Match)	$0.00	$3,990.00	**$3,990.00**
TOTAL	**$64,000.00**	**$19,950.00**	**$83,950.00**

TASK 8.4 - Transportation Improvement Program (44.25.00)

Purpose: LSCOG will participate with the ARTS MPO in the completion of the TIP and its updates; coordinate with the MPO for the split allocation letters for Section 5307 funding; assist with the additional programming of FTA Section 5339 and 5310.

Previous Work

1. Continued assessment of the financial capability of AT and secure other possible funding sources to implement recommendations from the COA.

FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Prepare and submit to the ARTS MPO the annual updates to the TIP.	As Needed
2. Review SC STIP and follow up with APDD to make sure LSCOG programming has made It to SCDOT. Programming may include but is not limited to sections 5307, 5339, and 5310.	November 2025
3. Update the text in the TIP regarding the Program of Projects and Financial Plan for the BFE transit system.	On-going

Product(s):

1. Completed TIP document reviewed and adopted by the ARTS Committees.
2. SCDOT STIP reflecting accurate programming information for Aiken County Transit.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Responsible Agency: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (FHWA GA SEC 5303)	$26,400.00	$0.00	**$26,400.00**
GA DOT (SEC 5303 Match)	$3,300.00	$0.00	**$3,300.00**
APDD (SEC 5303 Match)	$3,300.00	$0.00	**$3,300.00**
FTA (FHWA SC SEC 5303)	$0.00	$4,000.00	**$4,000.00**
LSCOG (SEC 5303 Match)	$0.00	$1,000.00	**$1,000.00**
TOTAL	**$33,000.00**	**$5,000.00**	**$38,000.00**

Figure 4 - FTA Section 5303 Budget Activity Line Item

UPWP FY 2025 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		APDD			
		FTA SEC 5303	GA DOT Match	APDD Match	Total GA SEC 5303
8.1	Program Support and Administration (44.21.00)	$50,196.00	$6,274.50	$6,274.50	$62,745.00
8.2	Long-Range Transportation Planning (44.23.01)	$67,200.00	$8,400.00	$8,400.00	$84,000.00
8.3	Short-Range Transportation Planning (44.24.00)	$51,200.00	$6,400.00	$6,400.00	$64,000.00
8.4	Transportation Improvement Program (44.25.00)	$26,400.00	$3,300.00	$3,300.00	$33,000.00
Total		**$194,996.00**	**$24,374.50**	**$24,374.50**	**$243,745.00**

UPWP FY 2025 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		LSCOG		
		FTA SEC 5303	LSCOG Match	Total SC SEC 5303
8.1	Program Support and Administration (44.21.00)	$26,040.00	$6,510.00	$32,550.00
8.2	Long-Range Transportation Planning (44.23.01)	$2,000.00	$500.00	$2,500.00
8.3	Short-Range Transportation Planning (44.24.00)	$15,960.00	$3,990.00	$19,950.00
8.4	Transportation Improvement Program (44.25.00)	$4,000.00	$1,000.00	$5,000.00
Total		**$48,000.00**	**$12,000.00**	**$60,000.00**

Georgia Department of Transportation

FEDERAL TRANSIT ADMINISTRATION

FY 2025 GRANT APPLICATION
SECTION 5303 PROGRAM

METROPOLITAN PLANNING

This is a fillable form. Please use Adobe Acrobat Reader to complete this application. You may use the tab button to navigate between fillable form fields. Only the Transmittal Letter and Authorizing Resolution should be printed and returned as a scanned application attachment. All other application components should be completed and returned electronically.

APPLICANT

Augusta Regional Transportation Study - MPO

Submitted By
(Name & Title)

9/30/23

Date Submitted

GDOT

Project Manager Signature

Date Received

FY 2025 Section 5303 Grant Application Checklist

To be completed by APPLICANT:

Legal Name of Applicant: The Augusta Regional Transportation Study

Name/Description of Item	Completed (Yes/No)
Part A: Contract Authorization Tracking System (CATS) Profile Form	Yes
Part B: Transmittal Letter (on Letterhead)	Yes
Part C: Authorizing Resolution	Yes
Part D: Project Description, Budget, and Milestones	Yes
Part E: Title VI Data Collection and Reporting	Yes
Part F: SAM Registration	Yes
Part G: Expenditures Form	Yes
Part H: Indirect Cost Documentation	Yes
Appendix A: FTA Certifications and Assurances	Yes
Appendix B: Definition of FTA Technical Activities	Yes
Appendix C: Performance-Based Transit Planning Agreement	Yes
Appendix D: FY 2025 Additional 5303 Funding Request Scoring Criteria	Yes
Appendix E: Equal Employment Opportunity Questionnaire	Yes

Please Note:

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REVIEWED BY

To be completed by GDOT Staff

GDOT Transit Planner	Date
GDOT Transit Planning Manager	Date
GDOT Transit Program Manger	Date

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*Population figures match those used in GDOT's PL funding distribution.

** Chattanooga will not receive any STATE MATCH

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($1,009,798)	*Base Amount*
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Part A: Contract Authorization Tracking System (CATS) Profile Form

SUBRECIPIENT ORGANIZATION INFORMATION

Organization Official Name (as it appears in W9 Tax form)	Physical Address	Mailing Address (if different)
Augusta Regional Transportation Study	535 Telfair Street, Augusta, GA 30901 Suite 300	535 Telfair Street, Augusta, GA 30901 Suite 300

Charging Indirect Costs:	☐	YES	☐	NO
Approved ICR Plan:	☐	YES	☑	NO
De minimis Cost Rate:	☑	YES	☑	NO

Agency EIN (Tax ID):	58-2204274		
SAM Identification:	ZH93N1J4TBE8	**SAM ID EXP. Date (mm/dd/yyyy):**	11/9/2023
DUNS Number:	073438418		
eVerify Number:	58-2204274	**eVerify Date (mm/dd/yyyy):**	07/09/2007

SUBRECIPIENT CONTRACT PERSONNEL in ORDER of APPROVAL

(EXCLUDE THIRD PARTY OPERATORS)

Contract Reviewer (if applicable)	**Name:**	Carla Delaney
	Title:	ARTS MPO Director
	Phone:	706-821-1796
	Email:	Cdelaney@augustaga.gov
Attorney (if applicable)	**Name:**	Dr. William Molnar
	Title:	Policy Committee Chairman
	Phone:	803-649-7981
	Email:	wmolnar@lscog.org
Executor #1 (must have the organization's seal affixed or write the word seal next to signature when signing contract)	**Name:**	
	Title:	
	Phone:	
	Email:	
Executor #2 (if applicable) "must have the organization's seal affixed or write the word seal next to the signature when signing contract"	**Name:**	
	Title:	
	Phone:	
	Email:	
Attestor / Witness	**Name:**	Wayne Brown
	Title:	General Counsel
	Phone:	706-842-5550
	Email:	wbrown@augustaga.gov
Notary (must be separate from attestor and have a valid Notary Seal)	**Name:**	Cecilia Woodruff
	Title:	Director's Assistant
	Phone:	706-821-1796
	Email:	CWoodruff2@augustaga.gov

1. Does the Applicant Organization employ 100 or more employees?

   ☑ Yes ☐ No

2. In FY 2024, did the Applicant Organization receive $250,000 or more in FTA planning funds? If yes, an approved DBE program is required. Please attach a copy of your DBE plan or provide a hyperlink.

   ☐ Yes ☑ No

3. Do you intend to charge indirect costs to this project?

   ☑ Yes ☐ No

   If yes, please indicate whether your agency has a current indirect cost plan on file with GDOT or agrees to the de minimis rate of 10%.

   ☑ Approved ICR on file with GDOT

   ☐ De minimis CR (10% fixed)

   If the Applicant agrees to charge indirect cost, the Applicant must submit an approved federally recognized Indirect Cost Allocation Rate Plan (ICRP) negotiated between the cognizant agency and the Applicant or agree to the de minimis indirect cost rate of 10% as defined in §200.414 Indirect (F&A) costs, paragraph (f). Please submit the supporting documentation through BlackCat.

Part B: Transmittal Letter

The following page includes a sample transmittal letter with fillable fields. Once all fields are complete, Applicants must electronically submit the transmittal letter on the Applicant Organization's letterhead and include the signature of the Authorized Official with the complete application package.

AUGUSTA REGIONAL TRANSPORTATION STUDY
535 Telfair Street • Suite 300 Augusta, Georgia 30901

September 30, 2023

Patricia Smith, Ph.D.
Transit Program Manager
Division of Intermodal
Georgia Department of Transportation
600 W. Peachtree Street
Atlanta, Georgia 30308

Dear Patricia Smith, Ph.D.:

The Augusta Regional Transportation Study – MPO is applying for FY 2025 financial assistance under Title 49 U.S. Section 5303 metropolitan transportation planning grant to aid in regional transportation planning as detailed in the table below.

	Federal Share	State Share	Local Share	Total
Regional Transportation Planning	$194,996.00	$24,374.50	$24,374.50	$243,745.00

Local funding, represents the 10% local match portion of the project, and is being committed in the form of cash by Augusta-Richmond County.

The Augusta Regional Transportation Study – MPO certifies that it has the technical, financial, and managerial capabilities to carry out the work described in this grant application. The enclosed information in support of the request for funding is submitted for your consideration. If you have any questions on these matters, please contact Carla Delaney at 706-821-1796 or CDelaney@augustaga.gov.

Signature

Carla Delaney, ARTS Project Director
Name and Title of Authorized Official

Part C: Authorizing Resolution

The following two pages include an authorizing resolution that must be enacted by the Chair of the Policy Committee of the Metropolitan Planning Organization (MPO), or the head of the governing body as appropriate. Please complete the fillable fields on the resolution, then print and sign the designated fields. The authorizing resolution must be properly witnessed and notarized, including the date the notary's commission expires. The resolution should also be stamped with the notary seal as well as the seal of the county commission, city, or appropriate applicant jurisdiction. The certificate of the attesting officer must also be completed. A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5303.

WHEREAS, the Secretary of the US Department of Transportation and the Commissioner of the Georgia Department of Transportation are authorized to make grants for mass transportation projects; And

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY The Augusta Regional Transportation Study Policy Committee hereinafter
referred to as the "Applicant",

1. That the Designated Official Dr. William Molnar, hereinafter referred to as the "Official," is authorized to execute and file an application on behalf of The Augusta Regional Transportation Study with the Georgia Department of Transportation, to aid in the financing of a technical study grant pursuant to Section 5303 of the Federal Transit Act to implement specific items of the FY 2025 Unified Planning Work Program.

2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.

4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.

5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 8100.1D, FTA Certifications and Assurances for Federal Assistance 2023 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.

7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this 21 day of September 2023.

Signature of Authorized Official

William M. Ihar Chair
Name and Title of Authorized Official

Signed, sealed, and delivered this 2 day of October, 2023 in the presence of

Francis B. Owens
Witness

CERTIFICATE

The undersigned duly qualified and acting Notary of The Augusta Regional Transportation Study *(Title of Certifying/Attesting Official) (Applicant's Legal Name) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on* September 21, 2023.

Cecilia A Woodruff
Signature of Certifying/Attesting Officer

Administrative Assistant to Director
Name and Tile of Certifying/ Attesting Officer

CECILIA A WOODRUFF NOTARY PUBLIC Exp. Feb. 22, 2025 RICHMOND COUNTY, GA

Part D: Project Description, Budget, and Milestones

The proposed project activities should address: (1) analysis and mapping data and information related to the needs for public transit services or facilities in the MPO's area of responsibility; (2) description of goals, objectives, and strategies to grow and/or strengthen the delivery of public transit services or facilities in the MPO's area of responsibility; and/or (3) building upon prior work leading to the development of an integrated intermodal transportation system within the MPO area. All projects must conform to FTA guidelines.

The Applicant should include excerpts/pages from the MPO's adopted/proposed Unified Planning Work Program (UPWP) that includes this Section 5303 project, including description of the transit task(s) to be carried out as described in this grant application.

The Applicant should describe the work to be undertaken with the FY 2025 Section 5303 funds in the sections below. It is expected that all work described below will be completed within 12 months of the Notice to Proceed for the project.

D-1: Goals and Objectives

1. Describe the Applicant Organization's overall Section 5303 project goals and objectives.

Augusta Metropolitan Planning Organization (MPO) utilizes FTA Section 5303 grant to fund our work element #5 - Public Transit/Paratransit in our Unified Planning Work Program (UPWP). This element includes 8.1 - Program Support and Administration (44.21.00), 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01), 8.3 - Short-Range Transportation Planning (44.24.00), and 8.4 – Transportation Improvement Program (44.25.00). Overall, these funds are utilized for administration compliance and assistance for both the implementation and oversite of a variety of short-range and long-range transportation projects as outlined in the UPWP. More specifically, update annual Title VI monitoring report; assist with planning transit system capital investments; prepare quarterly FTA 5303 reports; assist with/prepare 5307, 5339, and 5310 grant application

D-2: Tasks and Activities

1. Describe major projects/tasks that will be completed for each Activity Line Item below. MPO's should attach pages from the UPWP for FY 2024 (Work Elements).

44.21.00 Program Support and Administration:

ARTS staff will provide technical assistance to the Augusta Public Transit Department and the Lower Savannah COG's Best Friends Express on an as-needed basis in preparing for Triennial Review, updating socio-economic demographic GIS data analysis for environmental justice; updating the annual Title VI Monitoring Report; transit system capital planning, coordinated public involvement, financial and operations reports; developing UPWP tasks and help prepare 5303, 5307, and 5339 grant applications.

44.22.00 General Development and Comprehensive Planning:

44.23.01 Long-Range Transportation Planning (LRTP) – System Level:

Under this task, ARTS staff will update the financial capacity assessment and COA; assist with the public involvement and outreach; update GIS mapping for address-matching transit service zones; determine transit projects to be added to the 2050 MTP update; develop a report on performance measures; implement an action plan for recommendations in the TDP; administer assistance to LSCOG for the Section 5310 grant, and develop Coordinated Human Services Framework for the ARTS urbanized area served by the transit systems.

44.24.00 Short-Range Transportation Planning:

Under this task, ARTS staff will monitor, update and program grant funds for buses and/or vans for ADA complimentary services including purchase/lease of new transit vehicles accessible to and usable for individuals with disabilities; review ridership data and address-matching for ADA demand response service; update complementary paratransit plan; review and update the Regional Human Services Coordination Plan is needed; help transit department with capital vehicle acquisition planning; update TAM Plan, safety and security documents; and marketing for transit department. MPO staff assisting the selected consultant in Bike and Pedestrian Plan Update tasks

44.25.00 Transportation Improvement Program:

Transportation Improvement Program – Under this task, ARTS staff will document comments on the draft TIP; update the TIP (including amendments / administrative modifications) and Performance-Based Planning Integration; test the transportation network; develop Technical Staff Report on performance measures for public transit; review system performance data; prepare the performance analysis for FY 2025; implement recommendations from the Coordinated Human Services Plan for the ARTS urbanized area served by the transit system and continue GIS mapping and address-matching for transit service zones to schedule mobility trips for ADA complementary

44.27.00 Other Activities

D-3: Deliverables

In the table below, list and describe project deliverables to be produced by in-house personnel. If seeking additional FY 2025 funding, please denote any deliverables that would result from an additional funding award.

Table 2: Project Deliverables Produced by In-House Personnel

Work Deliverable	Start Date	Completion Date	Person Responsible for Submitting FTA Quarterly Report to GDOT

1. Describe the proposed in-house projects, provide justification, goals and objectives and tasks to be accomplished in the space provided below.

D-4: Contracting Opportunities and DBE

In the table below, list and describe anticipated contracting opportunities (i.e. consultants or other vendors), budgeted amounts, and expected dates for advertising the opportunities, and project milestones for all contracted services (i.e. consultant or other vendor activities). If seeking additional FY 2025 funding, please denote any deliverables that would result from an additional funding award.

Table 3: Project Deliverables to be Produced by Consultants or Other Contractors

Work Deliverable	Start Date	Completion Date	Person Responsible for Submitting FTA Quarterly Report to GDOT
Work Deliverable #1	N/A		
Estimated Budget Amount			
Draft RFP Submitted to GDOT for Approval			
Advertise Contract Opportunity			
Draft Contract Submitted to GDOT for Approval			
Notice to Proceed (NTP) Issued to Contractor			
Draft Deliverable Submitted to GDOT for Approval			
Final Deliverable Submitted to GDOT			
Work Deliverable #2	N/A		
Estimated Budget Amount			
Draft RFP Submitted to GDOT for Approval			
Advertise Contract Opportunity			
Draft Contract Submitted to GDOT for Approval			
Notice to Proceed (NTP) Issued to Contractor			
Draft Deliverable Submitted to GDOT for Approval			
Final Deliverable Submitted to GDOT			

DBE Goals and Objectives

1. What is your organization's goal for your Disadvantaged Business Enterprise (DBE) program?

   Consultants will not be used in preparing any deliverables with this funding.

2. What efforts will your organization undertake to provide open and competitive opportunities for DBE firms to become aware of and participate in the contracted activities you propose under this grant?

   Consultants will not be used in preparing any deliverables with this funding.

D-5: Planning Coordination

1. Describe how the proposed planning tasks/activities will be coordinated with other MPO planning efforts.

The ARTS MPO will ensure a regional approach to transportation planning by promoting cooperation and coordination across transit agencies, MPO, and State boundaries and to improve the effectiveness of the transportation decision-making process. A coordinated approach supports common goals and capitalizes on opportunities related to project delivery, congestion management, safety, freight, bike and pedestrian needs, livability, and commerce across boundaries. ARTS will address the planning emphasis area through the implementation of the following UPWP work elements: Task 8.1 – Program Support and Administration - ARTS staff will provide technical assistance to the Augusta Public Transit Department and the Lower Savannah COG's Best Friends

D-6: TAM Targets

1. Describe how the MPO has (or plans to) incorporated transit asset management (TAM) targets in the locally adopted transportation planning documents. Describe the coordination that took place with local transit providers to set regional targets. Please provide a link to the MPO page where those TAM targets are published.

The MPO prepared an administrative modifications to the FY 2021-2027 Transportation Improvement Program (TIP) and 2050 MTP to include the current conditions of its transit providers' (APT and LSCOG) capital assets – i.e., Useful Life Benchmark (ULB) and State of Good Repair (SGR) performance measures. This administrative modification adds the current SGR performance measures of Augusta Public Transit's and Lower Savannah Council of Government's capital assets along with both transit providers set performance targets for their capital assets. The Augusta MPO's next step will be to agree on a performance-based planning joint agreement process to address the roles and responsibilities of the Augusta MPO, GDOT, and transit providers in the MPO's performance base-planning process.

D-7: TAM Performance Measures

1. How has the MPO documented the agreed upon provisions for cooperatively developing and sharing information related to the transit asset management performance measures? Please provide documentation (if available). Otherwise, please see the TAM agreement in Appendix B of this application, sign, and return.

Transit's and Lower Savannah Council of Government's capital assets along with both transit providers set performance targets for their capital assets. The Augusta MPO's next step will be to agree on a performance-based planning joint agreement process to address the roles and responsibilities of the Augusta MPO, GDOT, and transit providers in the MPO's performance

D-8: PTASP Targets

1. Describe how the MPO has (or plans to) incorporated Public Transportation Agency Safety Plans (PTASP) targets in the service operations. Describe the coordination that took place with local transit providers to set regional targets. Please provide a link to the MPO page where those PTASP targets are published.

Transportation Improvement Program (TIP) and 2050 MTP to include the current conditions of its transit providers' (APT and LSCOG) capital assets – i.e., Useful Life Benchmark (ULB) and State of Good Repair (SGR) performance measures. This administrative modification adds the current SGR performance measures of Augusta Public Transit's and Lower Savannah Council of Government's capital assets along with both transit providers set performance targets for their capital assets. The Augusta MPO's next step will be to agree on a performance-based planning joint agreement process to address the roles and responsibilities of the Augusta MPO, GDOT, and transit providers in the MPO's performance base-planning process.

D-9: Project Federal Funding Request

It is expected that a large majority of requested Section 5303 funding be directed to the technical long- range and short-range transit planning activities undertaken by the MPO. FTA's Activity Line Item (ALI) codes should be carefully reviewed and selected before costs are distributed by categories. If Applicant Organization is proposing to use ALI codes other than those listed below, please call GDOT for assistance PRIOR to submitting this grant application. See Appendix B (page 24) for a full description of each ALI listed below. These descriptions are taken directly from the FTA program Circular 8100.1C.

Project Budget

1. Do you intend to charge indirect costs to this project? If yes, please submit a letter from their cognizant agency with the approved rate.

   ✔ Yes _____ No

2. Complete the table below with requested project budget information and line-item funding sources.

Table 4: Project Budget

FTA Scope Number	FTA ALI Number	Budget Line-Item Description	Federal Funding Request Amount	State Funding Request Amount	Local Funding Amount	Total Funding Amount
442	44.21.00	Program Support and Administration	50196	6274.50	6274.50	62745
442	44.22.00	General Development and Comprehensive Planning	0	0	0	0
442	44.23.01	Long-Range Transportation Planning (LRTP) – System Level	67200	8400	8400	84000
442	44.24.00	Short-Range Transportation Planning	51200	6400	6400	64000
442	44.25.00	Transportation Improvement Program	26400	3300	3300	33000
442	44.27.00	Other Activities	0	0	0	0
Total Section 5303 Funds Requested			194996	24374.5	24374.5	243745

Anticipated Travel Budget

If any of the proposed funds in the Project Budget table above are planned to be used for travel, please identify the specific event/activity, ALI number, and anticipated costs in the table below.

Table 5: Travel Budget

Event/Activity	FTA ALI Number	Anticipated Cost
National Planning Conference 2025	44.21.00	4000
Georgia Transit Annual Conference	44.21.00	2000

D-10: Additional Funding

Only answer if seeking FY 2025 funding greater than amount allocated in Table 1.

1. If seeking additional Section 5303 funds for FY 2025, describe how the additional funds will be used. Descriptions should address how the proposed project will meet the FY 2025 additional funding priorities and scoring criteria listed in Appendix D (page 28). Specify additional project deliverables and/or contracting opportunities that would result if additional FY 2025 funding is awarded (these additional deliverables and contracting opportunities should also be listed in D-3 and D-4). Specify all ALI numbers from D-8.

Part E: Title VI Data Collection and Reporting

All applicants for FTA Section 5303 funding are required to maintain and provide GDOT with certain information pertaining to Title VI. Please answer the following Title VI questions below.

E-1: General Reporting Requirements

Check One:

_____✔_____ The agency has not received any Title VI complaints in the last three years.

The agency has received Title VI complaints in the last three years.

If the agency has received Title VI complaints, use the following table to document those, list any active lawsuits or complaints naming the Applicant Organization which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits. The list should include:

- The date the lawsuit or complaint was filed
- A summary of the allegation
- Any action taken thus far
- The status of the lawsuit or complaint

Table 6: List of Title VI Complaints or Lawsuits

Date (Month, Year)	**Summary** (Include basis of complaint, race, color, or national origin)	**Action Taken**	**Status**
	NONE		

1. Please provide a description of all pending applications for financial assistance and financial assistance currently provided by other federal agencies.

2. Please provide a summary of all civil rights compliance review activities conducted at the applicant's transit system in the last three years. The summary should include:

    - The purpose or reason for the review.
    - The name of the agency or the organization that performed the review.
    - A summary of the findings and recommendations of the review.
    - A summary report on the status and/or disposition of such findings and recommendations.

E-2: MPO Reporting Requirements

Assessment of Planning Efforts

1. Provide a written description of continuing planning efforts that are responsive to the requirements of Title VI to ensure that transit planning and programming are nondiscriminatory. The description should also discuss how activities or projects programmed in the UPWP and TIP will be implemented on a nondiscriminatory basis. FTA expects to address any Title VI concerns raised during compliance reviews conducted by either transit providers or by FTA or as a result of a Title VI service complaint issue involving programming, planning activities, or capital improvements.

Monitor Title VI Activities

Monitor the Title VI activities and/or programs of local transit systems. In particular, the MPO is requested to provide documentation describing efforts to:

1. Identify minority communities that will be affected by proposed service changes, such as route modifications, additions, deletions, or extensions under consideration by local transit providers.

   Transportation Improvement Program – Under this task, ARTS staff will document comments on the draft TIP; update the TIP (including amendments / administrative modifications) and Performance-Based Planning Integration; test the transportation network; develop Technical Staff Report on performance measures for public transit; review system performance data; prepare the performance analysis for FY 2025; implement recommendations from the

2. Provide technical assistance or guidance to local transportation providers in updating and developing Title VI information.

3. Information Dissemination – provide a description of the methods used to inform minority communities of planning efforts (e.g., public notices, public hearings, other formal or informal public discussions, presentations, meetings, etc.) relating to transit service and improvements.

4. Minority Participation in the Decision-Making Process - provide a written statement describing how minority groups or persons are afforded an opportunity to participate in local decision-making processes. In particular, the statement should describe liaison activities with minority community groups and other efforts to obtain minority views on transportation issues.

   Consultants will not be used in preparing any deliverables with this funding.

5. Minority Representation on Decision-Making Bodies – provide a racial breakdown for transit related non-elected boards, advisory councils or committees, and a description of efforts made to encourage the participation of minorities on such boards or committees.

   Consultants will not be used in preparing any deliverables with this funding.

AUGUSTA-RICHMOND COUNTY GOVERNMENT ● Active Registration

Item 10.

Unique Entity ID:
ZH93N1J4TBE8

Doing Business As:
(blank)

Purpose of Registration:
All Awards

Expiration Date
Dec 9, 2023

CAGE/NCAGE:
3YWL3

Physical Address:
535 TELFAIR ST, STE 800
AUGUSTA, GA 30901-2379 USA

200

Georgia Department of Transportation

Project expenditure plan for active projects

Please use Exhibit A of the Contracts issued to the agency to find the information below. Expenditures projections should be realistic and accurate.
Insert additional rows if needed

GDOT Project ID Number (contract #)	FTA Project No.	Scope/Suffix	Suffix	Program	Amount Authorized to Spend			Previous Reimbursement to Date (Federal + State) to Date	Balance Available	Projected Monthly Expenditures	Projected Completion Date	Justification
					Federal	State	Local					
Example-T0002222	*GA-2022-009-01-00*	*300-A4*		*5303*	*$ 1,950,000.00*	*$ 195,000.00*	*$ 195,000.00*	*$ 1,000,000.00*	*$ 1,340,000.00*	*$ 350,000.00*	*Jun-22*	*Funds will be spent in six months and by end of FY2022*
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Augusta, Georgia
OMB Cost Allocation Plan (2 CFR Part 200)
for the Fiscal Year Ended December 31, 2021
Schedule F - Indirect Cost Rate Proposal

Receiving Departments	Central Service Costs	Dept Admin Personnel Costs	Dept Admin Other Costs	Total Indirect Costs	(a) Indirect Cost Rate Base	Indirect Cost Rate
101072910 Code Enforcement	97,374	0	0	97,374	646,010	15.0700%
101076222 Summer Youth Employment - Recr	512	0	0	512	1,400	36.6000%
131 IT/Radio System	6,851	0	0	6,851	13,759	49.7900%
151 Probation	13,918	0	0	13,918	68,983	20.1800%
204 DUI Court	27,628	0	0	27,628	276,562	9.9900%
206 Law Library	16,070	0	0	16,070	23,232	69.1700%
207 5% Crime Victim's Asst Program	16,138	0	0	16,138	282,307	5.7200%
209 DA 5% CVAP	6,164	0	0	6,164	68,725	8.9700%
216 Emergency Telephone System	308,218	0	0	308,218	2,582,196	11.9400%
217 Building Inspections Fund	70,249	0	0	70,249	811,555	8.6600%
220 General Fund Grants	81,923	0	0	81,923	139,409	58.7600%
220016309 Planning & Development Grant	505,702	0	0	505,702	604,036	83.7200%
221 Housing & Community Developmen	453,875	0	0	453,875	1,148,685	39.5100%
273 Law Enforcement	2,545,412	0	0	2,545,412	33,184,181	7.6700%
274 Fire Protection	916,566	0	0	916,566	18,324,288	5.0000%
276 Street Lights	35,156	0	0	35,156	308,426	11.4000%
329 SPLOST Phase 7	431,749	0	0	431,749	671,124	64.3300%
506 Water & Sewerage	1,316,134	0	0	1,316,134	13,666,716	9.6300%
541 Waste Management Fund	573,819	0	0	573,819	1,787,944	32.0900%
542 Garbage Collection Fund	503,326	0	0	503,326	661,108	76.1300%
546 Augusta Public Transit System	254,183	0	0	254,183	302,736	83.9600%
551 Augusta Regional Airport	461,739	0	0	461,739	5,054,549	9.1400%
581 Stormwater Utility	231,445	0	0	231,445	3,517,601	6.5800%
611 Risk Management	175,728	0	0	175,728	358,017	49.0800%
626 Fleet Operations & Management	232,869	0	0	232,869	191,750	121.4400%
Composite Rate	19,030,437	0	0	19,030,437	117,368,434	16.2143%

(a) - Indirect Cost Rate Base is total Salaries & Wages (Object 511XXXX) recorded to each Grantee (does not include Fringe Benefit costs)

This document will be updated pending City of Augusta Commission approval, legal review, and signature.

Appendix A: FTA Certifications and Assurances

As part of this grant application package, all applicants must attach a signed copy of the most recent available FTA Certifications and Assurances (FY 2023) included as the following two pages.

The full FTA FY 2023 Certifications and Assurances document is available at:

FY2023 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (dot.gov)

- The FTA FY 2023 Certifications and Assurances sheet listing all of the relevant documents should be marked with a check mark (√) showing that ALL categories numbered 01 through 18 are being certified by your organization OR indicate which of the categories are applicable.
- Original signatures must be placed on the FTA Fiscal Year 2023 Certifications and Assurances page that includes the "Affirmation of Applicant" and "Affirmation of the Applicant's Attorney."

Federal Fiscal Year 2023 Certifications and Assurances for FTA Assistance Programs

The Augusta Regional Transportation Study

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Categories 01 – 21.

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category	Description	
1	Certifications and Assurances Required of Every Applicant	
2	Public Transportation Agency Safety Plans	_____
3	Tax Liability and Felony Convictions	
4	Lobbying	
5	Private Sector Protections	_____
6	Transit Asset Management Plan	
7	Rolling Stock Buy America Reviews and Bus Testing	_____
8	Urbanized Area Formula Grants Program	
9	Formula Grants for Rural Areas	_____
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	
16	Rail Safety Training and Oversight	
17	Demand Response Service	_____
18	Interest and Financing Costs	_____
19	Cybersecurity Certification for Rail Rolling Stock Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

Federal Fiscal Year 2023 FTA Certifications and Assurances Signature Page

Required of all Applicants for federal assistance to be awarded by FTA in FY 2025.

AFFIRMATION OF APPLICANT

The Augusta Regional Transportation Study

Name of Applicant:_____

Name and Relationship of the Authorized Representative:_____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2025, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek, federal assistance to be awarded during federal fiscal year 2025.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____

Name and Relationship of the Authorized Representative: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

The Augusta Regional Transportation Study

For: _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature: _____ Date: _____

Name of Attorney for Applicant: _____

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Appendix B: Definition of FTA Technical Activities

As provided in FTA Circular 8100.1D

1. Program Support and Administration (44.21.00). Include basic overhead, program support, and general administrative costs directly chargeable to the FTA project; examples include direct program support, administration, interagency coordination, citizen participation, public information, local assistance, and Unified Planning Work Program (UPWP) development. (If direct program administrative and support costs are included in each work or activity, do not enter them a second time in this category).

2. General Development and Comprehensive Planning (44.22.00). Include only the costs of activities specifically emphasizing regional policy and system planning for non-transportation functional areas, plus the development and maintenance of related data collection and analysis systems, demographic analysis and non-transportation modeling, and forecasting activity; examples include land use, housing, human services, environmental and natural resources, recreation and open space, public facilities, and utilities.

3. Long Range Transportation Planning (LRTP)—System Level (44.23.01). Include only the costs of activities specifically emphasizing long range transportation system planning and analysis; examples include long range travel forecasting and modeling including appropriate data base development and maintenance for transportation in the entire metropolitan area or State, system analysis, sketch planning, system plan development, reappraisal or revision, and all long- range Transportation System Management (TSM) activities.

4. Short Range Transportation Planning (SRTP) (44.24.00). Include only the costs of activities specifically emphasizing short range transportation system or project planning and analysis proposed in the next three to five years; examples include management analyses of internal operations such as management/administration, maintenance, personnel, and labor relations; service planning including appropriate data base development and maintenance; Transportation Development Plan (TDP) preparation; financial management planning, including alternative farebox policies; and all short range Transportation System Management (TSM) activities including vanpool/ridesharing, high occupancy vehicles, parking management.

5. Transportation Improvement Program (TIP) (44.25.00). Include only the costs of activities specifically emphasizing TIP development and monitoring.

6. Other Activities (44.27.00). Include only the costs of those activities whose primary emphasis is unrelated to the specific types of activities described above.

Performance-Based Transit Planning Agreement

On May 27, 2016, the final rule for statewide and metropolitan transportation planning was published, based on 2012's Moving Ahead for Progress in the 21st Century (MAP-21) Act and 2015's Fixing America's Transportation System (FAST) Act. As part of this final rule, 23 CFR 450.314 (h) requires the metropolitan planning organizations (MPO), State(s), and the providers of public transportation (referred to here as "providers") to jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, and the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO.

The Georgia Department of Transportation (GDOT), the MPO, and provider(s) hereby agree to share transit asset management data, targets, and plans as follows:

- Providers will share their Transit Asset Management (TAM) Plan, and TAM targets with the MPO and GDOT and report to the National Transit Database.
- Providers will coordinate with the MPO and GDOT during the development of their TAM Plan and targets.
- The MPO will set TAM targets for their planning area in coordination with providers in their planning area and share those targets with providers and GDOT.
- GDOT sponsors a Group TAM Plan for participating Tier 2 transit providers, collects inventory information from these providers, sets targets in coordination with the providers, and shares the TAM Plan with providers and MPOs statewide.
- MPOs will reflect TAM targets in their short range and long range planning documents, and share with GDOT and providers in their planning area.
- GDOT will provide a Statewide Transportation Improvement Program (STIP) Performance Report, reflecting TAM targets set by the GDOT Group Plan, and will share this report with MPOs and transit providers statewide.

MPO Signature — Date: 11/26/19

Robert H. Sherman III
Print Name and Title

Augusta Regional Transportation Study Metropolitan Planning Organization
Organization Name

Performance-Based Transit Planning Agreement

Name of Public Transportation Provider 1: Augusta Transit

Sharon Dottery 11/15/19 Sharon Dottery, Director
Provider Signature Date Print Name and Title

Name of Public Transportation Provider 2: Lower Savannah Council of Governments - Best Friend Express Transit

[signature] 11/21/19 William Molnar, Ex. Director
Provider Signature Date Print Name and Title

Name of Public Transportation Provider 3: _____

_____ _____ _____
Provider Signature Date Print Name and Title

Name of Public Transportation Provider 4: _____

_____ _____ _____
Provider Signature Date Print Name and Title

Appendix D: FY 2025 Additional 5303 Funding Request Scoring Criteria

For FY 2025, additional Section 5303 funding is available beyond the formula allocations specified in Table 1 (page 3). Organizations with additional planning project needs may apply for increased FY 2025 funds. Awards will be subject to funding availability and awarded projects must conform to all applicable Section 5303 rules and regulations.

Applications for additional funding will be evaluated using the following scoring criteria. A strong application should meaningfully address each criterion. However, it does not necessarily need toaddress multiple sub-criteria within each.

Criteria #1 - Departmental Priorities (40 points)

- Support Regional & Statewide Transit Coordination
- Improve Transit Safety
- Develop Measureable Performance-Based Planning Products
- Support Coordinated Human Services Transportation Planning
- Study Expansion of Service to Unserved/Underserved Areas
- Target Workforce Development

Criteria #2 - Planning Support for Transit Providers (40 points)

- Planning work that supports capital & operating grants
- Studies to evaluate projects currently in TIP/LRTP
- Evaluating the performance of transit projects
- Evaluating future funding options & availability
- Planning for emerging trends and technologies (examples: micro transit, signal prioritization, real time travel information, GTFS real time, etc.)

Criteria #3 - Past Performance (20 points)

- Timely & accurate 5303 invoicing
- Planning deliverables with clear transit nexus
- Transit projects are reflected in TIP and LRTP
- MPO is currently following a performance-based planning process, with respect to transit and relevant planning agreements
- MPO has an up-to-date Public Participation Plan

Appendix E: Equal Employment Opportunity Questionnaire

The FTA Master Agreement requires all applicants, recipients, subrecipients and contractors receiving funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance. FTA applicants, recipients, subrecipients, and contractors who meet both of the following threshold requirements must implement the EEO Program elements (FTA C 4704.1A Chapter 2.2).

This requirement applies to state-administered programs covered by Federal Transit Laws and FTA Master Agreement funding categories under 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities; 5311 – Rural formula grants for Rural Areas; 5339 – Bus and Bus facilities; 5307 – Urbanized Area formula grants; and 5303, 5304 and 5305 – Metropolitan and Statewide Planning funds.

All FTA applicants, recipients, subrecipients and contractors who do not meet the EEO Program threshold are not required to submit an EEOP. However, they are still required to comply with all Equal Employment Opportunity statutes and regulations.

A recipient is required to submit a full or abbreviated EEO Program based on the number of its transit-related employees and whether it reaches a monetary threshold. Transit related employees include temporary, full-time, or part-time employees.

- Employs 100 or more transit-related employees (requires a full EEO Program)
- Employs 50 or more transit-related employees; (requires an abbreviated EEO program)

And:

- Requests or receives capital or operating assistance in excess of $1 million in the previous Federal fiscal year or requests or receives planning assistance in excess of $250,000 in the previous Federal fiscal year.

Example: If '*ABC Transit*' is a direct subrecipient and has 22 employees, it does not meet the threshold. If '*ABC Transit*' subcontracts with a *Third-Party Operator,* each entity is considered separately. If '*ABC Transit*' with 22 employees, contracts with two agencies, one with 25 employees, and one with 52 employees (i.e. 22+25+52=99), then *ABC Transit* would not be required to have an EEO Program, but the contracted agency with 52 employees would be required to develop and submit to'*ABC Transit*' an abbreviated EEO Program.

EEO Program Components (Full EEO Program)

- Statement of Policy
- Dissemination
- Designation of Personnel Responsibility
- Utilization Analysis
- Goals and Timetables
- Assessment of Employment Practices
- Monitoring and Reporting

Abbreviated EEO Program Components

- Statement of Policy
- Dissemination Plan
- Designation of Personnel Responsibility
- Assessment of Employee Practices
- Monitoring and Reporting Plan

Please complete all fields annually and submit to GDOT Transit Department.

Legal Name of Applicant: Augusta Regional Transportation Study - MPO

Organization Type: ✔ MPO Transit Agency Third-Party Contractor

1. How many transit related employees do you have in your organization? 9.00

   (A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in planning bus routes would be counted, but a city planner involved in land use would not be counted)

2. How much did your organization receive in capital or operating assistance the previous federal fiscal year?

   $ $ 0.00

3. How much did your organization receive in planning assistance the previous federal fiscal year?

   $ $ 188,364.00

4. Has your agency submitted a full EEO Program/or abbreviated program to GDOT based on the thresholds noted?

   Yes ✔ No

5. If yes, what is the date of your last submission? _____

6. Do you contract out any of your transit services?

   Yes ✔ No.

   If yes,

   a. What is the name of the agency(ies)? N/A

   b. How much did the agency receive in capital or operating assistance?

      $ $ 0.00

   c. How many transit employees does the agency have? _____

   d. Did the contracting agency submit an EEO Program to you?

      Yes ✔ No

      If yes, what is the date of their last EEO Program submission? _____

I certify that the foregoing is true and correct.

Signature: [signature]

Title: MPO Project Director

Date: 9/30/23

Part U: TAMP Participant Accountable Executive Approval Form

GDOT GROUP TRANSIT ASSET MANAGEMENT (TAM) PLAN

FY 2023 TAM PERFORMANCE TARGETS

As the Accountable Executive for the below-named Participant in the Group Transit Asset Management (TAM) Plan sponsored by the Georgia Department of Transportation (GDOT), I hereby approve the enclosed FY 2023 TAM Performance Targets (dated 9/08/20) on behalf of the Participant transit provider organization.

Participant Organization Name: Augusta Transit

Transit Provider Name (if different): RATP DEV, USA

FTA Program Subgroup (check all that apply)

✓ 5311 Rural ✓ 5307 Urban

Did the Accountable Executive change from the FY 2024 name AE?

Yes ✓ No

Name of Accountable Executive: Sharon Dottery

Signature of Accountable Executive: Sharon Dottery

Title: Director

Date: 9/26/23

Enclosure

Minimal Asset Useful Life Standards for FTA Grants

Asset	Useful Life	Source
Buses/Light Vehicles		
Large heavy-duty transit buses 35'-40'	12 years/500,000 miles	FTA Circular 5010.1D
Small heavy-duty transit buses 30'	10 years/350,000 miles	FTA Circular 5010.1D
Medium medium-duty transit buses 25'-35'; Sprinter bus	7 years/200,000 miles	FTA Circular 5010.1D
Medium light-duty transit buses 25'-35', BOC vehicles, Expansion vans	5 years/150,000 miles	FTA Circular 5010.1D
Light-duty vehicles (vans, sedans, light-duty buses); Support vehicles; BOC (15-19 passenger), < 30 ft	4 years/100,000 miles	FTA Circular 5010.1D
Trolleys		
Fixed guideway steel-wheeled	25 years	FTA Circular 5010.1D
Fixed guideway electric, rubber tires	15 years	FTA Circular 5010.1D
Simulated trolleys (rubber tires, internal combustion engine)	Refer to bus useful life	FTA Circular 5010.1D
Rail Vehicles	25 years, see circular	FTA Circular 5010.1D
Ferries		
Passenger ferrries	25 years	FTA Circular 5010.1D
Other ferries (w/o refurbishment)	30 years	FTA Circular 5010.1D
Other ferries (w/refurbishment)	60 years	FTA Circular 5010.1D
Facilities		
Buildings- concrete, steel and frame construction	40 years	FTA Circular 5010.1D
Other Capital Equipment		
Fare boxes	10 years	Manfacturer/Industry stds.
Computer hardware	4 years	GAAP Guidelines/Industry Stds.
Computer hardware- Domain controllers	4 years	Industry Stds.
Mobile data computers (real-time dispatching)	7 years	Manfacturer
Computer software	4 years	GAAP Guidelines/Industry Stds.
Computer software- HASTUS	4 years	Manufactuer
Computer software- ADP	4 years	Industry Stds.
Scheduling/fleet management software	4 years	GAAP Guidelines/Industry Stds.
Communications equipment, mobile radios, base stations	10 years	GAAP Guidelines/Industry Stds.
Security/Surveillance equipment, cameras for vehicles	Same as useful life of vehicle	
Security/Surveillance equipment, cameras for buildings	10 years	Industry Stds.
Shop equipment- Alignment machines, bus washing, tire changers	10 years	Manufactuer
Bus lift	20 years	Manufactuer
Wheelchair lift	Same as useful life of vehicle	
Bus shelters	15 years	Industry Stds.
Bus shelter/stop benches	10 years	Manufactuer
Office furniture	10 years	Manufactuer
Carpeting	5 years	Manufactuer
Repeater tower	25 years	Manufactuer
Engine for bus/trolley	4 years	Industry Stds.
Bus stop signage	10 years	Industry Stds.
HVAC parts	5 years	Grantee experience
Asphalt parking lot	15 years	GASB
Thermal diesel particle filter cleaner	10 years	Manufactuer
Commercial roofing	15 years	Industry Stds.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Augusta-Richmond County Government

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Local Government - Political Subunit of the State of Georgia

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

535 Telfair Street, Suite 800

Requester's name and address (optional)

6 City, state, and ZIP code

Augusta GA 30909

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	8	–	2	2	0	4	2	7	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/15/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

INFORMATION REQUIRED TO INITIATE NEPA

A CHECKLIST

For FTA to determine the extent of environmental analysis required for a proposed project, we must have a clear idea of what it may do to the environment. This includes the **natural environment** (soil, water, air, flora/fauna) *and* the **human environment** (socioeconomics, land use, traffic, etc.). Additionally, FTA must determine whether any Federal funding is sought (now or in the future) for the proposal and if FTA is required to make a decision or approval (e.g., approval for incidental use of property).

INFORMATION REQUIRED	QUESTIONS to be ADDRESSED
☐ Sources of federal, state, and local funds and transit nexus	*Is the project a Federal Action eligible for FTA funding?*
☐ Description of existing property with a clear map showing the Area of Potential Effect (APE)	*What are the Existing conditions? Cleared land or forested land? Water? Urban, rural, suburban? Gently rolling, flat, etc.? Modern visual intrusions in the area, such as cell towers, modern buildings, etc.? Is the site a brownfield or contaminated? Have any site assessments been completed?*
☐ Street address or coordinates	*Are there possible environmental areas of concern at the site or in its surroundings? Any known hazards? Existing buildings contain lead paint/asbestos? Standing water on site? Industrial site? Industrial sites within a block of the project site? In a historic district?*
☐ Photos of property, any buildings on property and the surrounding area directly adjacent to the project site.	*What are the characteristics of the natural environment of the property? Provide photos of the land in all directions and of any buildings or structures on the land. Are any of the buildings be historic? Are the buildings in use? Are the buildings safe? Who/what industry occupies the building?*
☐ Photos of surrounding buildings visible from property	*Are there any nearby buildings that may be historic? Any new construction visible from the project site? Number of stories of the buildings surrounding the project site.*
☐ Description of complete project with site plan. Be specific for each action of the project.	*What physical changes will be made to the existing site? Any digging or other ground disturbing activities such as clearing and grubbing? Will a building be constructed? Will an existing building be renovated or rehabilitated? Will parking be added or subtracted? Any changes to the traffic amount or flow due to the project? Provide any renderings that are available of the existing project site and the planned work. Be specific about actions, such as replacement of windows/doors, new construction, etc. Will the completed project include storage facilities, maintenance facilities or an operation center?*

☐ List of actions required upon existing property to achieve complete project (e.g., clear 5 acres of wooded land, demolish building, culvert and cover creek, etc.)

Are there physical changes that are not obvious in the site plan? (e.g., excavation for a basement, fuel storage) Are there going to be any residential or business displacements?

☐ Logical termini, alignment, mode, and technology (if a linear project).

Has thorough planning for the proposed project occurred? (3 out of 4 are typically enough to begin NEPA.) Any feasibility or environmental studies been completed? If so, please attach to the checklist document.

☐ List of any public involvement done for the project, to date, if any

Has the community affected by the project been informed? If so, when was the community engaged/informed? Is there any potential controversy? Are there any local organizations that should be informed?

Property Acquisition: Unless an early or at-risk (hardship or protective buy) acquisition meets the conditions, property cannot be acquired until NEPA is **complete** and an environmental determination or decision document has been issued by FTA TR04. This restriction is found in FTA's environmental regulations (23 CFR 771.113) and includes offers to purchase the property or any other commitment to purchase the property or to proceed to a settlement (FTA Circular 5010.1E). Project sponsors should contact FTA TR04 with any questions about potential timing of property acquisitions and their corresponding NEPA documentation.

Examples, which can be either implied or explicit, of prohibited acquisition activities during the NEPA process include:

- Any offer to purchase;
- Any negotiation to purchase;
- Any discussion on price;
- Any commitment to purchase or establishing any conditions of purchase; and,
- Any commitment to proceed to settlement.

Equity Analysis: Be sure to review and understand your responsibilities per 49 CFR Section 21.5(b)(3) for **facility** construction projects. Additionally, please review and comply with FTA Title VI Circular.

The more information FTA knows about a project, the more accurate we can be in assigning the most appropriate level of environmental analysis.

Updated 10/15/2021

GDOT Project Manager Contact Information

Phillip Peevy
Planning and Environmental Manager
Division of Intermodal Programs
ppeevy@dot.ga.gov
404.631.1783

Regional Commission	MPO	Project Manager
Coastal Georgia	Brunswick MPO Glynn County BOC (BATS) Hinesville MPO (Liberty) Savannah MPO (CORE-MPO)	**Shannae Johnson** (404) 631-1225 shannjohnson@dot.ga.gov
Georgia Mountains	Gainesville MPO	
Northwest Georgia	Cartersville-Bartow MPO Chattanooga MPO Dalton MPO Rome MPO	
Southwest Georgia	Albany MPO (DARTS)	
Three Rivers		
Atlanta Regional Commission (ARC)	ARC	**Johnathan McLoyd** (404) 631-1229 jomcloyd@dot.ga.gov
Central Savannah River Area	Augusta MPO (ARTS)	
Heart of Georgia - Altamaha		
Middle Georgia	Macon-Bibb MPO (MATS) Warner Robbins MPO (WRATS)	
Northeast Georgia	Athens-Clarke County MPO (MACORTS)	
River Valley	Columbus MPO	
Southern Georgia	Valdosta MPO	

Unified Planning Work Program

FY 2025

Prepared By:
Augusta Planning & Development Department
Carla Delaney, Director

Augusta
GEORGIA

In Cooperation With:
Aiken County, Edgefield County, and Columbia County
Federal Transit Administration
Federal Highway Administration
Georgia Department of Transportation
South Carolina Department of Transportation
https://www.augustaga.gov/680/ARTS-Metropolitan-Planning-Organization



GAMPO Georgia Association of MPOs GDOT SCDOT Federal Transit Administ

Introduction & Funding Distribution

Please refer to the table below to identify Applicant Organization's total available allocation of FY 2025 Section 5303 planning funds.

Considerations

- The amount depicted under "Total Allocation" represents only the Federal funding available to each MPO.
- The proposed project must also include non-federal matching funds of 20% of the total project cost.
- For FY 2025, GDOT has identified state matching funds of up to 10% of the total project cost. Your organization must provide the remaining 10% local match.

For FY 2025, GDOT has identified additional funding availability. Organizations with identified planning project needs beyond their allocation are encouraged to apply for additional funding. All such additional funding requests will be considered according to criteria in Appendix D.

Table 1: Urban Area Population and Section 5303 Allocation Statistics

FY 2025 SECTION 5303 FUNDING DISTRIBUTION

Based on 2020 Census URBANIZED AREA (UZA) POPULATION

MPO	Base Amount	Population 2020 Census*	Population Factor	Population Allocation	Total Allocation
Albany	$30,000	85,960	1.22%	$41,367	$71,367
Athens	$30,000	143,213	2.03%	$68,919	$98,919
Atlanta	$500,000	5,100,112	72.15%	$2,454,345	$2,954,345
Augusta	$40,000	322,081	4.56%	$154,996	$194,996
Brunswick	$25,000	68,750	0.97%	$33,085	$58,085
Cartersville	$25,000	52,351	0.74%	$25,193	$50,193
Chattanooga**	$4,798	78,160	1.11%	$37,613	$42,411
Columbus	$40,000	205,027	2.90%	$98,666	$138,666
Dalton	$30,000	67,830	0.96%	$32,642	$62,642
Gainesville	$30,000	164,365	2.33%	$79,098	$109,098
Hinesville	$30,000	53,107	0.75%	$25,557	$55,557
Macon	$30,000	140,111	1.98%	$67,426	$97,426
Rome	$30,000	60,403	0.85%	$29,068	$59,068
Savannah	$40,000	309,466	4.38%	$148,925	$188,925
Valdosta	$25,000	76,769	1.09%	$36,944	$61,944
Warner Robins	$30,000	141,132	2.00%	$67,917	$97,917
GDOT Discretionary	$70,000				$70,000
Totals	$1,009,798	7,068,837	100%	$3,401,761	$4,411,559

*Population figures match those used in GDOT's PL funding distribution.

** Chattanooga will not receive any STATE MATCH

4,411,559	*Available for 5303 MPO Planning - FY 2023 (FTA Annual Apportionment)*
($1,009,798)	*Base Amount*
$3,401,761	Available 5303 Funds - Distributed via Formula Allocation

Submission Guidelines

Please use the following guidance in submitting completed Section 5303 grant applications to GDOT.

- Applications should be submitted with the transmittal letter on Applicant Organization letterhead. Authorizing resolutions must be notarized. Both documents should be submitted as scanned attachments with the rest of the application package submitted electronically.
- All other required application materials included in this application packet shall be completed, saved, and returned in digital form.
- Applicants are asked to not change the format of any of the required items in the grant application.

Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

FY2025 FTA 5303 GRANT APPLICATION

WORK ELEMENT 8 – PUBLIC TRANSIT / PARATRANSIT

TASK 8.1 - Program Support and Administration (44.21.00)

Purpose: To provide planning and administrative assistance to Augusta Transit (AT) and LSCOG (Lower Savannah Council of Governments). Under this work element, the MPO staff will aid AT and Best Friend Express (BFE) in preparing financial and operation reports required by the MAP 21/ FAST Act/ Bipartisan Infrastructure Law legislation. Assistance in the preparation of the National Transit Database (NTD) reports will also continue.

Additional administrative assistance will include: Preparing required certifications; Updating annual Title VI assurances; Providing an opportunity for public hearings on grant applications and fare/service changes; Processing procurements involving Federal and State funds; Assisting in planning for transit system capital investments that will lead to increased security for the transit system; Monitoring requirements of the grant process (e.g. labor certifications, third party contracting, bidding, and award process); Developing the Georgia public transportation portion of the Unified Planning Work Program; and providing technical assistance on any transit-related issues facing AT.

LSCOG and their BFE staff will participate in the above-mentioned activities on behalf of their program and will also engage in employee training and education; participation in, and attendance at, ARTS committees; community outreach and marketing events; multiple grant(s) development, writing, and grant administration; grant reporting; Disadvantaged Business Enterprise (DBE) reporting; procurement; service provider contracting and oversight. (missing a period)

Previous Work

1. Grant management for continuing FTA Section 5310 Enhanced Mobility for the Elderly and Disabled Persons for LSCOG.
2. First-time development of GTFS information for the BFE fixed routes.
3. Grant amendment for existing FTA federal award to support the BFE.

FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Update the Annual Title VI Monitoring Report.	August 2024
2. Update socioeconomic demographic GIS data analysis for EJ.	July 2024 - March 2025
3. Conduct public meetings for review and comment period for Program of Projects (POP) related to grant applications and fare increases/service reduction, MTP & and special studies.	As Needed
4. Assist in planning for transit system capital investments that will lead to increased security for the transit system.	As Needed
5. Develop UPWP and Georgia 5303 Grant Application.	October 31, 2024
6. Provide technical transit planning and grant management assistance related to Coordinated Human Services Transportation, ADA accessibility, transit service operational improvements, land use and transportation, transit-oriented development, and other issues.	As Needed
7. FY 2025 FTA 5303 Quarterly Reports to GDOT and SCDOT.	Oct, Jan, Apr, Jun
8. Facilitate MPO committee meetings for transit planning tasks.	Quarterly
9. Prepare split grant funding tables and assist with grant submission for 5307 and 5339 split allocations for AT and LSCOG.	January 31, - April 1, 2025
10. FY 2025 Invoices for Section 5310 Program sent from the MPO to the GDHS contractor for processing.	Monthly by the 10th
11. Assist with POP and transit funding tables in TIP for AT and LSCOG.	September 30, 2025
12. FTA Section 5307 Grant Application SC	November 2025

ACTIVITIES	EXPECTED COMPLETION DATE
13. Semi-annual Disadvantaged Business Enterprise (DBE) Reporting for Urban Transit Services SC	Dec. & June 2024/2025
14. FTA Required Milestone Progress Reports (MPR) and Federal Financial Reports (FFR) Reporting for Grants in TrAMS SC	Annually
15. Quarterly Reporting for 5303 Planning Services SC	Quarterly
16. State Application to SCDOT for State Mass Transit Funds (SMTF) funding SC	March 30, 2025
17. Attendance and report presentation to all ARTS Committees SC	Quarterly
18. Applications for Funding to be used as Local Match SC	Annually
19. SCDOT Public Transportation Workshop	September 2025
20. Transportation Association of South Carolina (TASC) conference	Spring 2025
21. Attendance Georgia Transportation Association (GTA) Conference	December 2024
22. Triennial National Database Sampling – onboard counting of bus riders	Summer 2024
23. Attendance Zero Emission Bus Conference	Summer 2024
24. South Carolina Annual MPO/COG Workshop	TBD
25. National Transit Institute (NTI) webinars	On-Going
26. Assist with Program of Projects (POP) and transit funding tables	On-Going
27. Perform Transit Service Provider Contract Oversight	On-Going
28. LSCOG administration of FTA 5310 funding. Monthly ridership report and invoices submitted to the ARTS MPO.	Monthly

Product(s)

1. Grant administration activities for FTA Urban Section 5310
2. Submission of a grant application for capital and operating assistance for public transit
3. Preparation of the GA / SC UPWP public transit elements.
4. Various Monthly, Quarterly, and Annual Reports.
5. Attendance and presentation to all three ARTS Committees (each held bi-monthly).

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Responsible Agency: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (FHWA GA SEC 5303)	$50,196.00	$0.00	**$50,196.00**
GA DOT (SEC 5303 Match)	$6,274.50	$0.00	**$6,274.50**
APDD (SEC 5303 Match)	$6,274.50	$0.00	**$6,274.50**
FTA (FHWA SC SEC 5303)	$0.00	$26,040.00	**$26,040.00**
LSCOG (SEC 5303 Match)	$0.00	$6,510.00	**$6,510.00**
TOTALS	**$62,745.00**	**$32,550.00**	**$95,295.00**

TASK 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01)

Purpose: Provide and/or create current data annually that is utilized in the MTP and Analysis. These data sets include Socioeconomic Data/Environmental Justice; Land Use Monitoring; Transportation Surveys, Models and Analysis; GIS Development and Application; Long long-range transit Planning; Performance-Based Planning; Congestion Management; Air Quality Issues; Public Administration; and Intermodal Planning. Community Outreach and Education are performed as part of this task to disseminate the new information. To successfully respond to public transit requirements for Transit Asset Management (TAM) Plans and Safety. To review the ten-year planning horizon for the BFE's Transit Improvement Study (TIS) completed in 2025.

Previous Work

1. Developed framework for FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities which included service operation strategy, grant administration, and mobility management for travel training.
2. LSCOG assisted with the development and implementation of the FTA Section 5310 urban program for residents of Aiken County who are 60+ or a person with a disability.
3. Developed GIS mapping for address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.

FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Continue assessing the financial capability of AT and BFE and continue to secure other funding sources to implement recommendations from previous planning studies.	On-Going
2. Staff tasks related to 2050 MTP Performance-Based Multimodal Plan Update – Socioeconomic data, GIS analysis, and mapping, community outreach, regional travel demand model for transit.	July 2024 – June 30, 2025
3. LSCOG Updates and Amendments to the MTP SC.	As needed
4. Participate in Performance-Based Planning for the Transit System.	On-Going
5. Enhancements to Public Transit	On-Going

Product(s):

1. ARTS will continue all task activities for FTA Section 5310 Enhance Mobility for Seniors and Individuals with Disabilities, service operation strategy, and regional Coordinated Human Services Transportation Framework.
2. 2050 MTP Performance-Based Multimodal Plan Update – socioeconomic data, land use development data collection and analysis, GIS analysis and mapping, community outreach, regional travel model for transit.
3. Corridor Plans – application of Land use and Access Management and Complete Streets policies to increase transit ridership and ADA safety
4. Performance Measures – Public Transit
5. GIS map and address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.
6. To review, study, and assist August Transit in addressing transit-related issues. Issues include safety, bus shelter lighting, and ADA compliance.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Responsible Agency: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (FHWA GA SEC 5303)	$67,200.00	$0.00	**$67,200.00**
GA DOT (SEC 5303 Match)	$8,400.00	$0.00	**$8,400.00**
APDD (SEC 5303 Match)	$8,400.00	$0.00	**$8,400.00**
FTA (FHWA SC SEC 5303)	$0.00	$2,000.00	**$2,000.00**
LSCOG (SEC 5303 Match)	$0.00	$500.00	**$500.00**
TOTALS	**$84,000.00**	**$2,500.00**	**$86,500.00**

TASK 8.3 - Short-Range Transportation Planning (44.24.00)

Purpose: To perform tasks that are immediate and are reviewed for implementation within the next 3-5 years. LSCOG staff will undertake their required short-range transit planning activities on behalf of the Best Friend Express and its paratransit programs. APDD will prepare short-range planning activities on behalf of Augusta Transit. This includes both transit program staff preparing the necessary operations reports, periodically evaluating the level of transit service, monitoring requirements of the grant process, preparing the annual update to the Title VI assurances, and assisting in the following year's UPWP.

FY 2025 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Monitor, update, and program grant funds for buses and/or vans for ADA complementary services including the purchase or lease of new transit vehicles accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.	On-Going
2. Participate with ARTS/MPO in a review and update, if needed, of any Regional Human Services Coordination Plan	On-going or as requested by the MPO
3. Marketing of any New or Revised Service	On-Going
4. Respond to Requests for Presentations to the Public or Agencies	On-Going
5. LSCOG Attorney and Executive Director Signatures on Annual Certification & Assurances for FTA	March 2025
6. Capital Vehicle Acquisition Planning	February 2025
7. Updates to Transit Asset Management (TAM) Plan	June 2025
8. Safety and Planning Mandate Updates	July – December 2024
9. Review the Planning Studies for Possible Implementation of Previous Recommendations	On-Going
10. Submit transit system performance data reported to NTD.	October 2024
11. Annual NTD Report and Validation Response	January – February 2025

Product(s):

1. Annual Certifications and Assurances
2. TAM Plan Updates
3. Transit section of UPWP Completed
4. Continued Implementation of the Public Transit Agency Safety Plan (PTASP)
5. Annual NTD Report

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Responsible Agency: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (SEC 5303)	$51,200.00	$0.00	**$51,200.00**
GA DOT (SEC 5303 Match)	$6,400.00	$0.00	**$6,400.00**
APDD (GA PL Match)	$6,400.00	$0.00	**$6,400.00**
FTA (SEC 5303)	$0.00	$15,960.00	**$15,960.00**
LSCOG (SEC 5303 Match)	$0.00	$3,990.00	**$3,990.00**
TOTAL	**$64,000.00**	**$19,950.00**	**$83,950.00**

TASK 8.4 - Transportation Improvement Program (44.25.00)

Purpose: LSCOG will participate with the ARTS MPO in the completion of the TIP and its updates; coordinate with the MPO for the split allocation letters for Section 5307 funding; assist with the additional programming of FTA Section 5339 and 5310.

Previous Work

1. Continued assessment of the financial capability of AT and secure other possible funding sources to implement recommendations from the COA.

FY 2025 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Prepare and submit to the ARTS MPO the annual updates to the TIP.	As Needed
2. Review SC STIP and follow up with APDD to make sure LSCOG programming has made It to SCDOT. Programming may include but is not limited to sections 5307, 5339, and 5310.	November 2025
3. Update the text in the TIP regarding the Program of Projects and Financial Plan for the BFE transit system.	On-going

Product(s):

1. Completed TIP document reviewed and adopted by the ARTS Committees.
2. SCDOT STIP reflecting accurate programming information for Aiken County Transit.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Responsible Agency: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (FHWA GA SEC 5303)	$26,400.00	$0.00	**$26,400.00**
GA DOT (SEC 5303 Match)	$3,300.00	$0.00	**$3,300.00**
APDD (SEC 5303 Match)	$3,300.00	$0.00	**$3,300.00**
FTA (FHWA SC SEC 5303)	$0.00	$4,000.00	**$4,000.00**
LSCOG (SEC 5303 Match)	$0.00	$1,000.00	**$1,000.00**
TOTAL	**$33,000.00**	**$5,000.00**	**$38,000.00**

Figure 4 - FTA Section 5303 Budget Activity Line Item

UPWP FY 2025 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		APDD			
		FTA SEC 5303	GA DOT Match	APDD Match	Total GA SEC 5303
8.1	Program Support and Administration (44.21.00)	$50,196.00	$6,274.50	$6,274.50	$62,745.00
8.2	Long-Range Transportation Planning (44.23.01)	$67,200.00	$8,400.00	$8,400.00	$84,000.00
8.3	Short-Range Transportation Planning (44.24.00)	$51,200.00	$6,400.00	$6,400.00	$64,000.00
8.4	Transportation Improvement Program (44.25.00)	$26,400.00	$3,300.00	$3,300.00	$33,000.00
Total		**$194,996.00**	**$24,374.50**	**$24,374.50**	**$243,745.00**

UPWP FY 2025 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		LSCOG		
		FTA SEC 5303	LSCOG Match	Total SC SEC 5303
8.1	Program Support and Administration (44.21.00)	$26,040.00	$6,510.00	$32,550.00
8.2	Long-Range Transportation Planning (44.23.01)	$2,000.00	$500.00	$2,500.00
8.3	Short-Range Transportation Planning (44.24.00)	$15,960.00	$3,990.00	$19,950.00
8.4	Transportation Improvement Program (44.25.00)	$4,000.00	$1,000.00	$5,000.00
Total		**$48,000.00**	**$12,000.00**	**$60,000.00**

Commission Meeting

December 5, 2023

Item Name: Sec. 5339 FY2022 FTA Grant Application

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: Motion to **approve** the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. **(Approved by Public Services Committee November 28, 2023)**

Background: Augusta Transit (AT) has been apportioned $218,035 to purchase the following capital items, Acquire Mobile Surveillance/Security Equipment, and Miscellaneous Equipment, and Acquisition Support Vehicle.

Analysis: The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.

Financial Impact: The funding for this application is 80% Federal $218035 and 20% Local $54,509. The allocated funding breakdown is:

Funding Source	Total	Split	Federal	Local
FTA Grant GA-2016-2023-7	$272,544	80/20	$218,035	$54,509

Alternatives: 1). Approve the awarded grant so that projects for Augusta Transit can move forward.
2). If you do not approve this grant, APT will lose the money.

Recommendation: Approve the submission of this grant application.

Funds are available in the following accounts: Fund 547 in 2024 budget.

REVIEWED AND APPROVED BY: N/A

AUGUSTA, GEORGIA
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000458	TRANSIT	FY2022 5339 CAPTIAL GRANT

5470/1233

REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING: ACQUIRE MOBILE SRUV/SECURITY EQUIP, MISCELLANEOUS EQUIPMENT, ACQUISITION SUPPORT VEHICLE, Local match 20% on Capital project: $54,509.00 EEO required (Y/N): No. EEO Department Notified: No.

Start Date: 01/01/2024 **End Date:** 03/30/2030
Submit Date: 09/19/2023 **Department:** 091
Total Budgeted Amount: 272,544.00 **Total Funding Agency:** Transit 218,035.00 **Cash Match?** Y **Total Cash Match:** 54,509.00

Sponsor: GM0005 Fed Transit Adm
Sponsor Type: F Federal
Purpose: 20 Public Transit **Flow Thru ID:**

Contacts

Type	ID	Name	Phone
I	GMI015	Dottery, Sharon	(706)821-1818

Approvals

Type	By	Date

Dept. Signature: Sharon Dottery
Grant Coordinator Signature: MF @ 9/19/2023

1.) I have reviewed the Grant application and enclosed materials and:

o Find the grant/award to be feasible to the needs of Augusta Richmond County

o Deny the request _____

Deputy Finance Director — 9/20/2023 Date

2.) I have reviewed the Grant application and enclosed materials and:

o Approve the Department Agency to move forward with the application

o Deny the request _____

Administrator — 9/21/23 Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

DOT FTA

U.S. Department of Transportation Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	2016-2023-7
Temporary Application Number	2016-2023-7
Award Name	FY2022 5339 Bus and Bus Facilities Formula Capital Grant
Application Status	Transmitted / Ready for FTA Review
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	3/30/2028
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 TELFAIR ST	AUGUSTA	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

Union Information

Union Name	**NONE**
Address 1	
Address 2	

City	
State	
Zipcode	
Contact Name	NONE
Telephone	
Fax	
E-mail	
Website	

Part 2: Application Information

Title: FY2022 5339 Bus and Bus Facilities Formula Capital Grant

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-7	Transmitted / Ready for FTA Review	Grant	Region 4	9/15/2023	9/15/2023	No

Application Executive Summary
This FY2021 application is to request 5339 funds apportioned to the UZA(s) 130000 and 13950 in the amount of $218,035, Nonfederal share is $54,509 from Local funds. This application utilizes funding for capital expenses, i.e. The application scope of work includes purchasing support vehicles, miscellaneous shop equipment and security equipment.
Augusta Transit will ensure that all vehicles purchased are accessible,purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.
Augusta Transit will check the current listing of Transit Vehicle Manufacturers (TVM) (https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list)to ensure each is listen as a certified TVM in compliance with FTA regulations.
Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).
Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.
In addition to FTAs Buy America Act, which requires that the steel,iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)),the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

Frequency of Milestone Progress Reports (MPR)
No Selection Made

Frequency of Federal Financial Reports (FFR)
No Selection Made

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No Selection Made

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this grant is to support Transits efforts in improving the ridership experience by changing,checking, and maintaining tires on the buses.

Activities to be performed:
Funds will be used to purchase/acquire new equipment for security Transfer Point, miscellaneous shop equipment and acquisition for support vehicle replacement for vehicles that have met their useful life.

Expected outcomes:
These improvements to the vehicles, security safety, and shop equipment that will improve maintenance and will improve transits ridership experience by making them feel safe, and comfortable with their transportation.

Intended beneficiaries:
Transit ridership and future transit riders and maintenance shop.

Subrecipient Activities:
N/A

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818
	gabrielle.gusmerotti@dot.gov	General Engineer		
	nicole.t.finley@dot.gov	Community Planner		

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$218,035
Local			$54,509
Local/In-Kind			$0

State	$0
State/In-Kind	$0
Other Federal	$0
Transportation Development Credit	$0
Adjustment	$0
Total Eligible Cost	**$272,544**

Application Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-7-P1	113-00 (113-)	BUS - STATION/STOPS/TERMINALS	$50,000.00	$12,500.00	$62,500.00	3
2016-2023-7-P1	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	$50,000.00	$12,500.00	$62,500.00	3
2016-2023-7-P1	114-00 (114-)	BUS: SUPPORT EQUIP AND FACILITIES	$168,035.00	$42,009.00	$210,044.00	2
2016-2023-7-P1	11.42.11	ACQUIRE - SUPPORT VEHICLES	$62,500.00	$15,625.00	$78,125.00	2
2016-2023-7-P1	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	$105,535.00	$26,384.00	$131,919.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

Part 3: Project Information

Project Title: FY2022 5339 Bus and Bus Facilities Formula Capital Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-7-P1	2016-2023-7-P1	9/15/2023	1/1/2024	12/31/2025

Project Description
This project contains three (3)ALI to aid and assist Augusta Transit in its operations. The funds will be used for purchasing support vehicles, miscellaneous shop equipment and security equipment. New

vehicles will replace vehicles that have met their useful life.

Project Benefits
These improvements to vehicle safety will improve transit's ridership experience by making them feel safe,and comfortable with their transportation.

Additional Information
Augusta Transit strives to enhance its image in the community and provide safe, efficient, and reliable transportation service. By working to improve the correlation between service levels and current demand, service should increase.

Location Description
Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A &B) designed for all buses maintenance services, operations,and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room,training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay.Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces,4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

Program Plan Information

STIP/TIP
Date: 5/18/2023
Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$218,035
Local			$54,509
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$272,544**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-7-P1	113-00 (113-)	BUS - STATION/STOPS/TERMINALS	$50,000.00	$12,500.00	$62,500.00	3
2016-2023-7-P1	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	$50,000.00	$12,500.00	$62,500.00	3
2016-2023-7-P1	114-00 (114-)	BUS: SUPPORT EQUIP AND FACILITIES	$168,035.00	$42,009.00	$210,044.00	2
2016-2023-7-P1	11.42.11	ACQUIRE - SUPPORT VEHICLES	$62,500.00	$15,625.00	$78,125.00	2
2016-2023-7-P1	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	$105,535.00	$26,384.00	$131,919.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.11 - ACQUIRE - SUPPORT VEHICLES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity

BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	2

Extended Budget Description
The vehicles will be owned by Augusta Transit. They will be operated and maintained by Transit's Contractor RATP Dev as a part of their contract. All vehicles will be ADA accessible.
Extended Budget Description: Purchase two (2) support vehicles to replace vehicles that have met their useful life. The new vehicles will have a useful life of at least five (5) years,or an accumulation of at least 150,000 miles. The new vehicles will be utilized in the Maintenance Division.
Vehicle # Make Model Year Mileage Tag# VIN# Useful Life
100 Ford 96 F-150 1996 118,888 GV32427 1FTEF15N0TLB81165 End of Life
5010 Ford Ranger 2006 240,572 GV32054 1FTYR10D16PA30349 End of Life

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$62,500
Local			$15,625
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$78,125**

Milestone Name	Est. Completion Date	Description
RFP/ITB	1/1/2024	RFP/ITB preparation.
Start Date	3/30/2024	Contract awarded.
End Date	12/30/2025	Vehicles delivered,inspected, and finalized. Project closeout.

Budget Activity Line Item: 11.42.20 - ACQUIRE - MISC SUPPORT EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

Extended Budget Description
Acquire various equipment for the Administration/Bus Maintenance Facility. the agency Augusta Transit does not anticipate the purchase of items over $5000 in value at this time. Any items with value over $5000 identified during the execution of the activities under this ALI will be included via budget revision (actual value and useful life).

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$105,535
Local			$26,384
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$131,919**

Milestone Name	Est. Completion Date	Description
RFP/ITB	1/1/2024	RFP/ITB preparation.
Start Date	4/30/2024	Bid awarded.
End Date	12/31/2025	Project closeout.

Budget Activity Line Item: 11.32.07 - ACQUIRE - SURVEIL/SECURITY EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	ACQUISITION - BUS STATIONS/TERMINALS	3

Extended Budget Description
Purchase cameras and other security related items to be used in the Transit facilities, and main transfer point. The useful life is at least 10 years.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$50,000
Local			$12,500
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$62,500**

Milestone Name	Est. Completion Date	Description

RFP/ITB	1/1/2024	RFP/ITB preparation.
Start Date	4/30/2024	Begin purchasing equipment.
End Date	12/31/2025	Project closeout.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	3	$50,000.00	$62,500.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date

Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	$105,535.00	$131,919.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	2	$62,500.00	$78,125.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Commission Meeting

December 5, 2023

Item Name: Sec. 5339 FY2023 FTA Grant Application

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: Motion to **approve** the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. **(Approved by Public Services Committee November 28, 2023)**

Background: Augusta Transit (AT) has been apportioned $224,821 to purchase the following capital items, Acquisition Support Vehicles.

Analysis: The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.

Financial Impact: The funding for this application is 80% Federal $224,821 and 20% Local $56,203. The allocated funding breakdown is:

Funding Source	Total	Split	Federal	Local
FTA Grant GA-2016-2023-8	$281,024	80/20	$224,821	$56,203

Alternatives:
1). Approve the awarded grant so that projects for Augusta Transit can move forward.
2). If you do not approve this grant, APT will lose the money.

Recommendation: Approve the submission of this grant application. This grant will be budgeted in FY2025.

Funds are available in the following accounts:

REVIEWED AND APPROVED BY: N/A

AUGUSTA, GEORGIA
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000469	TRANSIT	FY2023 5339 CAPTIAL GRANT

REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING: ACQUISITION SUPPORT VEHICLES. LOCAL MATCH 20% ON CAPITAL PROJECTS: $56,203.00. TOTAL GRANT $224,821. EEO REQUIRED NO. EEO DEPARTMENT NOTIFIED: NO.

Start Date: 01/01/2025 **End Date:** 12/31/2028
Submit Date: 10/31/2023 **Department:** 091 Transit **Cash Match?** Y
Total Budgeted Amount: 281,024.00 **Total Funding Agency:** 224,821.00 **Total Cash Match:** 56,203.00

Sponsor: GM0005 Fed Transit Adm
Sponsor Type: F Federal
Purpose: 20 Public Transit **Flow Thru ID:**

Contacts

Type	ID	Name	Phone
I	GMI015	Dottery, Sharon	(706)821-1818

Approvals

Type	By	Date
FA	S. DOTTERY	10/31/2023

Dept. Signature: Sharon Dottery
Grant Coordinator Signature: MAC 11/1/2023

1.) I have reviewed the Grant application and enclosed materials and:

o Find the grant/award to be feasible to the needs of Augusta Richmond County

o Deny the request _____

Tameka Williams — Finance Director — 11-1-2023 — Date

2.) I have reviewed the Grant application and enclosed materials and:

o Approve the Department Agency to move forward with the application

o Deny the request _____

Administrator — 11/6/2023 — Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

DOT FTA

U.S. Department of Transportation Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	2016-2023-8
Temporary Application Number	2016-2023-8
Award Name	FY2023 5339 Bus and Bus Facilities Formula Capital Grant
Application Status	Transmitted / Ready for FTA Review
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	3/30/2028
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 TELFAIR ST	AUGUSTA	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

Union Information

Union Name	**NONE**
Address 1	
Address 2	

City	
State	
Zipcode	
Contact Name	NONE
Telephone	
Fax	
E-mail	
Website	

Part 2: Application Information

Title: FY2023 5339 Bus and Bus Facilities Formula Capital Grant

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-8	Transmitted / Ready for FTA Review	Grant	Region 4	9/15/2023	9/15/2023	No

Application Executive Summary
This FY2023 application is to request 5339 funds apportioned to the UZA(s) 130000 and 13950 in the amount of $224,812, Nonfederal share is 56,203 from Local funds. This application utilizes funding for capital expenses, i.e., support vehicles. The application scope of work includes support vehicles to assist staff in the Maintenance Division and Office Staff.

Augusta Transit will ensure that all vehicles purchased are accessible,purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.
Augusta Transit will check the current listing of Transit Vehicle Manufacturers (TVM) (https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list)to ensure each is listen as a certified TVM in compliance with FTA regulations.
Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).
Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.
In addition to FTAs Buy America Act, which requires that the steel,iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)),the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

Frequency of Milestone Progress Reports (MPR)
No Selection Made

Frequency of Federal Financial Reports (FFR)
No Selection Made

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No Selection Made

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this grant for support vehicles is to support administrative staff, maintenance staff and supervisors with reliable transportation to perform their duties addressing issues that occur along the bus routes. Traveling between facilities, checking bus stops, and for educational travel when necessary.

Activities to be performed:
Funds will be used to purchase new replacement Support Vehicles to check facilities, check and maintain bus stops, and travel. One vehicle will not be a replacement.

Expected outcomes:
These improvements will help transits efficiency in taking care of the facilities and amenities,while also maintaining staff education.

Intended beneficiaries:
Transit staff, and Transit ridership and future transit riders.

Subrecipient Activities:
N/A.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818
	gabrielle.gusmerotti@dot.gov	General Engineer		
	nicole.t.finley@dot.gov	Community Planner		

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$224,821
Local			$56,203

Local/In-Kind	$0
State	$0
State/In-Kind	$0
Other Federal	$0
Transportation Development Credit	$0
Adjustment	$0
Total Eligible Cost	**$281,024**

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-8-P1	114-00 (114-) BUS: SUPPORT EQUIP AND FACILITIES	$224,821.00	$56,203.00	$281,024.00	4
2016-2023-8-P1	11.42.11 ACQUIRE - SUPPORT VEHICLES	$224,821.00	$56,203.00	$281,024.00	4

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

Part 3: Project Information

Project Title: FY2023 5339 Bus and Bus Facilities Formula Capital Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-8-P1	2016-2023-8-P1	9/15/2023	1/1/2024	12/31/2025

Project Description
This project contains one (1)ALI to aid and assist Augusta Transit in its operations. The funds will be used for purchase of support vehicles.

Project Benefits
These improvements to replace end of life vehicles for the staff, maintenance and supervisors will improve transit's efficiency and safety while responding to situations along the routes and the education of the staff.

Additional Information
Augusta Transit strives to enhance its image in the community and provide safe, efficient, and reliable transportation service. By working to improve the correlation between service levels and current demand, service should increase.

Location Description

Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A &B) designed for all buses maintenance services, operations,and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room,training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay.Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces,4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

Program Plan Information

STIP/TIP
Date: 5/18/2023
Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$224,821
Local			$56,203
Local/In-Kind			$0
State			$0

State/In-Kind	$0
Other Federal	$0
Transportation Development Credit	$0
Adjustment	$0
Total Eligible Cost	**$281,024**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-8-P1	114-00 (114-)	BUS: SUPPORT EQUIP AND FACILITIES	$224,821.00	$56,203.00	$281,024.00	4
2016-2023-8-P1	11.42.11	ACQUIRE - SUPPORT VEHICLES	$224,821.00	$56,203.00	$281,024.00	4

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.11 - ACQUIRE - SUPPORT VEHICLES

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	4

Extended Budget Description
This line activity will be used to purchase replacement support vehicles that have met their useful life. Useful life for the new vehicles is at least 5 years. One vehicle will not be a replacement.
Vehicle # Make Model Year Mileage Tag# VIN# Useful Life
2000 Ford Crown Victoria 2000 129,573 GV32393 2FAFP71W9YX119069 End of Life
1004 Chev Express Van 2010 245,507 GV32377 1GNUGBD43A1176095 End of Life
1005 Ford Expedition 2011 163,533 GV32387 1FMJU1F56BEF04541 End of Life

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	$224,821
Local			$56,203
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit	$0
Adjustment	$0
Total Eligible Cost	**$281,024**

Milestone Name	Est. Completion Date	Description
RFP/ITB	1/1/2024	Preparation of documents for review.
Start Date	3/30/2024	Contract awarded.
End Date	12/31/2025	All vehicles received,inspected. Project closeout.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	4	$224,821.00	$281,024.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Commission Meeting

December 5, 2023

Item Name: Sec. 5307 FY2023 FTA Grant Application

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: Motion to **approve** the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia. **(Approved by Public Services Committee November 28, 2023)**

Background: Augusta Transit (AT) has been apportioned $2,981,201 for capital and operations cost. The following capital items to be purchased; Expansion Capital Vans, and Acquisition Mobile Surv/Security Equipment, Acquisition Signal & Communication equipment/software. Up to 50% Federal Share Operations.

Analysis: The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.

Financial Impact: The funding for this application is 80% Federal and 20% Local Capital and 50% Federal and 50% Local Operations. The allocated funding breakdown is:

Funding Source	Total	Split	Federal	Local
FTA Grant GA-2016-2023-6 - Capital	$ **731,183**	80/20	$ 584,946	$ 146,237
FTA Grant GA-2016-2023-6 – Operations	**$4,792,510**	50/50	$2,396,255	$2,396,255
Total Grant	**$5,523,693**			

Alternatives: 1). Approve the awarded grant so that projects for Augusta Transit can move forward.
2). If you do not approve this grant, AT will lose the money.

Recommendation: Approve the submission of this grant application. The grant will be budgeted in FY2025.

Funds are available in the following accounts:

REVIEWED AND APPROVED BY: N/A

AUGUSTA, GEORGIA
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000468	TRANSIT	FY2023 5307 CAPITAL/OPERATIONS GRANT

REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING: BUY EXPANSION CAPITAL, ACQUIRE MOBILE SURV/SECURITY EQUIPMENT, ACQUISITION SIGNAL & COMMUNICAITON AND OPERATIONS. LOCAL MATCH 20% ON CAPITAL PROJECTS: $146,237.00 LOCAL MATCH 50% ON OPERATIONS: $2,396,255 FOR A TOTAL GRANT $5,523,693 EEO required (Y/N): NO. EEO Department Notified: NO

Start Date: 01/01/2025 **End Date:** 12/31/2028
Submit Date: 10/31/2023 **Department:** 091 Transit **Cash Match?** Y
Total Budgeted Amount: 5,523,693.00 **Total Funding Agency:** 2,981,201.00 **Total Cash Match:** 2,542,492.00

Sponsor: GM0005 Fed Transit Adm
Sponsor Type: F Federal
Purpose: 20 Public Transit **Flow Thru ID:**

Contacts

Type	ID	Name	Phone
I	GMI015	Dottery, Sharon	(706)821-1818

Approvals

Type	By	Date
FA	S. DOTTERY	10/31/2023

Dept. Signature: Sharon Dottery
Grant Coordinator Signature: [illegible] 11/1/2023

1.) I have reviewed the Grant application and enclosed materials and:

o Find the grant/award to be feasible to the needs of Augusta Richmond County

o Deny the request _____

Donna Williams — Finance Director — 11-1-2023 — Date

2.) I have reviewed the Grant application and enclosed materials and:

o Approve the Department Agency to move forward with the application

o Deny the request _____

[illegible] — Administrator — 11/6/23 — Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

DOT FTA

U.S. Department of Transportation Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	2016-2023-6
Temporary Application Number	2016-2023-6
Award Name	FFY2023 5307 Capital/Operating Assistance Grant
Application Status	Transmitted / Ready for FTA Review
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	3/30/2027
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 TELFAIR ST	AUGUSTA	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

Union Information

Union Name	**NONE**
Address 1	
Address 2	
City	
State	
Zipcode	

Item 13.

Contact Name	NONE
Telephone	
Fax	
E-mail	
Website	

Part 2: Application Information

Title: FFY2023 5307 Capital/Operating Assistance Grant

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-6	Transmitted / Ready for FTA Review	Grant	Region 4	9/15/2023	9/15/2023	No

Application Executive Summary
This FY2023 application is to request 5307 funds apportioned to the UZA(s)130000 and 13950 in the amount of $2,981,201,Nonfederal share is $584,946 from Local funds. Augusta Transit is requesting to use $2,396,255 for operating expenses with a 50% Local match of $2,396,295.This application utilizes funding for Expansion vehicles, security,signal communication and operational expenses.

Augusta Transit will ensure that all vehicles purchased are accessible,purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.
Augusta Transit will check the current listing of Transit Vehicle Manufacturers (TVM) (https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list)to ensure each is listen as a certified TVM in compliance with FTA regulations.
Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).
Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.
In addition to FTAs Buy America Act, which requires that the steel,iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)),the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

Frequency of Milestone Progress Reports (MPR)
No Selection Made

Frequency of Federal Financial Reports (FFR)
No Selection Made

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No Selection Made

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Description

Purpose
The purpose of this grant is to support Transits efforts in improving the ridership experience by expansion vehicles for Microtransit services, security equipment, signal prioritization equipment for the buses.

Activities to be performed:
Funds will be used to purchase/acquire new equipment, for the signal prioritization, security for the Transfer Facility and vans for a Microtransit service.

Expected outcomes:
These improvements with additional vehicles for service, security, and the signal prioritization will improve transits ridership experience by making them feel safe,comfortable with their transportation and the signal prioritization will assist in the on-time performance of the buses.

Intended beneficiaries:
Transit ridership and future transit riders.

Subrecipient Activities:
N/A

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$2,981,201
Local			$2,542,492
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$5,523,693**

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-6-P1	111-00 (111-) BUS - ROLLING STOCK	$400,000.00	$100,000.00	$500,000.00	5
2016-2023-6-P1	11.13.15 BUY VAN FOR SVC EXPANSION	$400,000.00	$100,000.00	$500,000.00	5
2016-2023-6-P1	113-00 (113-) BUS - STATION/STOPS/TERMINALS	$50,000.00	$12,500.00	$62,500.00	3
2016-2023-6-P1	11.32.07 ACQUIRE - SURVEIL/ SECURITY EQUIP	$50,000.00	$12,500.00	$62,500.00	3
2016-2023-6-P1	116-00 (116-) SIGNAL & COMM EQUIPMENT (BUS)	$134,946.00	$33,737.00	$168,683.00	9
2016-2023-6-P1	11.62.01 PURCHASE CONTROL/ SIGNAL EQUIP	$134,946.00	$33,737.00	$168,683.00	9
2016-2023-6-P1	300-00 (300-) OPERATING ASSISTANCE	$2,396,255.00	$2,396,255.00	$4,792,510.00	0
2016-2023-6-P1	30.09.01 UP TO 50% FEDERAL SHARE	$2,396,255.00	$2,396,255.00	$4,792,510.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

Part 3: Project Information

Project Title: FY2023 5307 Capital/Operating Assistance Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-6-P1	2016-2023-6-P1	9/15/2023	10/30/2023	7/31/2026

Project Description
This project contains four (4)ALIs to aid and assist Augusta Transit in its operations. The funds will be used for capital purchases and expenses such as surveillance and security, signal prioritization, additional vehicles for Microtransit service and assisting with operational expenses. All purchases will be separate contracts.

Project Benefits
These improvements to the security, signal prioritization and vehicles for the Microtransit service will improve transit's ridership experience by making them feel safe,comfortable with their transportation.

Additional Information

Augusta Transit strives to enhance its image in the community and provide safe, efficient, and reliable transportation service. By working to improve the correlation between service levels and current demand, service should increase.

Location Description
Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A &B) designed for all buses maintenance services, operations,and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room,training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay.Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces,4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

Program Plan Information

STIP/TIP
Date: 5/18/2023
Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$2,981,201
Local			$2,542,492

Local/In-Kind	$0
State	$0
State/In-Kind	$0
Other Federal	$0
Transportation Development Credit	$0
Adjustment	$0
Total Eligible Cost	**$5,523,693**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-6-P1	111-00 (111-)	BUS - ROLLING STOCK	$400,000.00	$100,000.00	$500,000.00	5
2016-2023-6-P1	11.13.15	BUY VAN FOR SVC EXPANSION	$400,000.00	$100,000.00	$500,000.00	5
2016-2023-6-P1	113-00 (113-)	BUS - STATION/STOPS/TERMINALS	$50,000.00	$12,500.00	$62,500.00	3
2016-2023-6-P1	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	$50,000.00	$12,500.00	$62,500.00	3
2016-2023-6-P1	116-00 (116-)	SIGNAL & COMM EQUIPMENT (BUS)	$134,946.00	$33,737.00	$168,683.00	9
2016-2023-6-P1	11.62.01	PURCHASE CONTROL/ SIGNAL EQUIP	$134,946.00	$33,737.00	$168,683.00	9
2016-2023-6-P1	300-00 (300-)	OPERATING ASSISTANCE	$2,396,255.00	$2,396,255.00	$4,792,510.00	0
2016-2023-6-P1	30.09.01	UP TO 50% FEDERAL SHARE	$2,396,255.00	$2,396,255.00	$4,792,510.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description

This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2024 -December 30, 2024.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$2,396,255
Local			$2,396,255
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$4,792,510**

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2024 -December 30, 2024.
End Date	12/31/2024	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2024 -December 30,2024.

Budget Activity Line Item: 11.62.01 - PURCHASE CONTROL/SIGNAL EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
SIGNAL & COMM EQUIPMENT (BUS) (116-00)	11.62.01	PURCHASE CONTROL/ SIGNAL EQUIP	AQUISITION	9

Extended Budget Description
This is to allow Transit to purchase preemption equipment to assist with on-time performance of the buses. The useful life is at least 10 years.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$134,946
Local			$33,737
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0

Adjustment	$0
Total Eligible Cost	**$168,683**

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	Project preparation.
End Date	12/31/2025	Final expenditures.
Contract Completion	7/31/2026	Project closeout.

Budget Activity Line Item: 11.32.07 - ACQUIRE - SURVEIL/SECURITY EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	ACQUISITION - BUS STATIONS/TERMINALS	3

Extended Budget Description
Purchase cameras and other security related items to be used in the Transit facilities, and main transfer point. The useful life is at least 10 years.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$50,000
Local			$12,500
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$62,500**

Milestone Name	Est. Completion Date	Description
RFP/ITB	1/1/2024	RFP/ITB preparation.
Start Date	4/30/2024	Begin purchasing equipment.
End Date	12/31/2025	Project closeout.

Budget Activity Line Item: 11.13.15 - BUY VAN FOR SVC EXPANSION

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.13.15	BUY VAN FOR SVC EXPANSION	BUY EXPANSION - CAPITAL BUS	5

Extended Budget Description
Purchase five (5)vans for the operation of a Microtransit service to provide an additional service to the Augusta-Richmond County Citizens. ADA van to replace van 1607 that has met its useful life. The new van will have a useful life of at least four (4) years or an accumulation of at least 100,000 miles. The vehicles will be owned by Augusta Transit. They will be operated and maintained by Transit's Contractor RATP Dev as a part of their contract. All vehicles will be ADA accessible.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	25'

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$400,000
Local			$100,000
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$500,000**

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	10/30/2023	RFP/IFB submission.
Contract Award Date	1/1/2024	Purchase from State Contract.
Initial Delivery Date	7/1/2024	Initial expenditure.
Final Delivery Date	8/18/2024	Final vehicle delivery and inspection.
Contract Completion Date	12/31/2024	Final expenditures,contract complete.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.13.15	BUY VAN FOR SVC EXPANSION	5	$400,000.00	$500,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.32.07	ACQUIRE - SURVEIL/ SECURITY EQUIP	3	$50,000.00	$62,500.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

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Date Description	Date
Class IIc CE Approved	

Commission Meeting

December 5, 2023

Department: Human Resources Department – RFP 23-278 Ancillary Benefits

Presenter: Anita Rookard

Caption: Motion to **approve** recommendation of award for RFP 23-278 Ancillary Benefits. After a thorough evaluation process, the evaluation committee recommends the following awards:**(Approved by Administrative Services Committee November 28, 2023)**

1) Dental Award: Delta Dental

2) Life, Accidental Death Dismemberment, and Long-Term Disability Award: The Standard

3) Flexible Spending Account Award: Anthem

Background: Current Ancillary Benefits contracts are set to expire on December 31, 2023. In anticipation of this expiration, Human Resources, in collaboration with the Procurement Department, has diligently undertaken the responsibility of ensuring a seamless transition for our organization and its employees.

To this end, a comprehensive Request for Proposal (RFP) has been submitted for the provision of Ancillary Benefits, encompassing services such as Dental, Life, Accidental Death and Dismemberment, Long-Term Disability, and Flexible Spending Accounts. This strategic initiative is aimed at not only maintaining but enhancing the level of support and coverage available to our valued employees. These benefits will be available beginning January 2024, if approved.

The RFP process was meticulously designed to solicit proposals from qualified and reputable providers in the market. The evaluation criteria encompassed various parameters, including cost-effectiveness, coverage comprehensiveness, provider network strength, and overall alignment with our organizational objectives. We are confident that this thorough approach will lead to the selection of providers who are best suited to meet the diverse needs of our workforce.

Analysis: RFP submittals were received and evaluated. For Dental, a total of seven (7) vendor responded. Delta Dental was the vendor who received the highest score. The Standard was the sole vendor who submitted to supply the services for Life, Accidental Death Dismemberment and Long-Term Disability. For the services of Flexible Spending Account, three (3) vendors responded with Anthem receiving the highest score. The recommendation of award is to award RFP 23-278 to Delta Dental, The Standard and Anthem for their respective areas.

Financial Impact: None

Alternatives: Deny - The decision to deny coverage will leave the city without coverage

Recommendation: Recommend Approval.

Funds are available in the following accounts: Funds are budgeted in 2024 benefits for all departments.

REVIEWED AND APPROVED BY: N/A

Administrative Services Committee Meeting

Meeting Date: November 28, 2023

Department: Human Resources Department – RFP 23-278 Ancillary Benefits

Presenter: Anita Rookard

Caption: Motion to Approve Recommendation of Award for RFP 23-278 Ancillary Benefits. After a thorough evaluation process, the evaluation committee recommends the following awards:

Dental Award: Delta Dental

Life, Accidental Death Dismemberment, and Long-Term Disability Award: The Standard

Flexible Spending Account Award: Anthem

Background: Current Ancillary Benefits contracts are set to expire on December 31, 2023. In anticipation of this expiration, Human Resources, in collaboration with the Procurement Department, has diligently undertaken the responsibility of ensuring a seamless transition for our organization and its employees.

To this end, a comprehensive Request for Proposal (RFP) has been submitted for the provision of Ancillary Benefits, encompassing services such as Dental, Life, Accidental Death and Dismemberment, Long-Term Disability, and Flexible Spending Accounts. This strategic initiative is aimed at not only maintaining but enhancing the level of support and coverage available to our valued employees. These benefits will be available beginning January 2024, if approved.

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Analysis: RFP submittals were received and evaluated. For Dental, a total of seven (7) vendor responded. Delta Dental was the vendor who received the highest score. The Standard was the sole vendor who submitted to supply the services for Life, Accidental Death Dismemberment and Long-Term Disability. For the services of Flexible Spending Account, three (3) vendors responded with Anthem receiving the highest score. The recommendation of award is to award RFP 23-278 to Delta Dental, The Standard and Anthem for their respective areas.

Financial Impact: None

Alternatives: Deny - The decision to deny coverage will leave the city without coverage

Recommendation: Recommend Approval.

Funds are available in the following accounts: Funds are budgeted in 2024 benefits for all departments.

REVIEWED AND APPROVED BY: N/A

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, August 8, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 851 7277 4684; Passcode: 321233** for furnishing

RFP Item # 23-278 **Ancillary Benefits for Dental, Life/AD&D, Disability, and Flexible Spending Account Insurance for Augusta, GA – Human Resources Department**

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, July 24, 2023 @ 10:00 a.m. via ZOOM – Meeting ID: 843 2277 7045; Passcode: 160093.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, July 25, 2023 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

***Request for proposals (RFP) and specifications*.** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	June 29, 2023 and July 6, 13, 20, 2023
Metro Courier	June 29, 2023

Revised: 3/22/21

RFP Item # 23-278 Ancillary Benefits for Dental, Life/AD&D and Disability, and Flexible Spending Account Insurance for Augusta, GA – Human Resources Department
RFP Due: Wednesday, August 23, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 50
Total Number Specifications Download (Demandstar): 76
Total Electronic Notifications (Demandstar): 13
Georgia Procurement Registry:
Total packages submitted: 8
Total Noncompliant: 1

VENDORS	Attachment "B"	Addendums 1-2	E-Verify #	Save Form	Original	9 Copies	Fee Proposal
Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Yes	Yes	3645381	Yes	Yes	Yes	Yes
Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Yes	Yes	1306931	Yes	Yes	Yes	Yes
Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Yes	Yes	1271634	Yes	Yes	Yes	Yes
Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Yes	Yes	524074	Yes	Yes	Yes	Yes
Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	Yes	Yes	40635	Yes	Yes	Yes	Yes
United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Yes	Yes	1119001	Yes	Yes	Yes	Yes
Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Yes	Yes	37851	Yes	Yes	Yes	Yes
Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704	No Non Compliant	No Non Compliant	No Non Compliant	Yes	Yes	Yes	Yes

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

Factor	Points	General Description	Rating (Scale 0 (Low) to 5 (High))							
			Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704
			Dental							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	5.0	4.7	5.0	4.3	5.0	5.0	4.3	Non-Compliant
	10	Matched benefit plan designs	4.7	5.0	5.0	5.0	5.0	4.3	4.0	
	5	Creative/Innovative Solutions	4.4	2.7	3.2	2.7	3.5	3.7	4.3	
Points	25		14.1	12.3	13.2	12.0	13.5	13.0	12.7	
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities	4.3	4.0	4.0	4.0	4.3	4.0	4.0	
	4	Claim processing service	3.7	4.3	4.3	0.7	4.3	4.3	1.0	
	4	Claim processing timeliness	4.3	4.3	4.3	0.7	4.0	4.0	3.3	
	4	Administration Processes	4.0	3.7	4.3	3.3	4.0	3.3	3.3	
	4	Service/performance guarantees	4.7	4.0	4.3	2.7	4.3	3.7	1.0	
	8	Account Management – Staff Level/Experience	4.3	5.0	5.0	2.7	5.0	4.7	3.7	
	8	Employee/Member Services	5.0	5.0	5.0	3.3	5.0	4.0	3.7	
	5	Administration Resources	4.7	3.3	4.3	2.3	4.3	4.3	2.7	
	5	Technological Capabilities	4.7	4.7	5.0	3.3	4.3	3.7	3.3	
	4	Communication materials	4.3	4.3	4.0	2.3	4.0	3.3	3.3	
Points	50		44.0	42.7	44.7	25.3	43.7	39.3	29.3	
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services	5.0	4.7	5.0	2.3	5.3	5.0	4.0	
	5	Financial/Administrative Stability	4.3	3.7	4.0	3.3	4.7	3.7	3.7	
	3	RFP Quality/Completeness	3.7	3.7	3.7	2.3	3.7	3.7	2.7	
	4	Character, Reputation, References	3.0	3.7	3.7	2.3	4.0	4.3	1.0	
	5	Overall Value Proposition	4.0	3.7	4.7	2.7	4.3	3.7	2.7	
Points	25		20.0	19.3	21.0	13.0	22.0	20.3	14.0	
Total Phase 1	100		78.1	74.3	78.8	50.3	79.2	72.7	56.0	
Phase 2 (45%) **(Must have a minimumminimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**										
Interview Evaluation and Fees	10	Presentation by Team (Optional)								
	5	Q&A Response to Panel Questions (Optional)								
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
	10	a. Lowest Cost/Fee – 10			5					
	6	b. Second 6						5		
	4	c. Third 4	5							
	2	d. Fourth 2					5			
	1	a. Fifth 1		5						
Total Phase 2	25	Cumulative Total (Total Possible Score 125)	5.0	5.0	5.0	0.0	5.0	5.0	0.0	
Total Phase 1 and 2	125	The cumulative evaluation scores will be calculated utilizing the following percentage.	83.1	79.3	83.8	50.3	84.2	77.7	56.0	

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 9/25/23

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

Factor	Points	General Description	Weighted Scores							
			Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704
			Dental							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	50.0	46.7	50.0	43.3	50.0	50.0	43.3	Non-Compliant
	10	Matched benefit plan designs	46.7	50.0	50.0	50.0	50.0	43.3	40.0	
	5	Creative/Innovative Solutions	22.1	13.3	15.8	13.3	17.5	18.3	21.7	
Points	25		118.8	110.0	115.8	106.7	117.5	111.7	105.0	
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities	17.3	16.0	16.0	16.0	17.3	16.0	16.0	
	4	Claim processing service	14.7	17.3	17.3	2.7	17.3	17.3	4.0	
	4	Claim processing timeliness	17.3	17.3	17.3	2.7	16.0	16.0	13.3	
	4	Administration Processes	16.0	14.7	17.3	13.3	16.0	13.3	13.3	
	4	Service/performance guarantees	18.7	16.0	17.3	10.7	17.3	14.7	4.0	
	8	Account Management – Staff Level/Experience	34.7	40.0	40.0	21.3	40.0	37.3	29.3	
	8	Employee/Member Services	40.0	40.0	40.0	26.7	40.0	32.0	29.3	
	5	Administration Resources	23.3	16.7	21.7	11.7	21.7	21.7	13.3	
	5	Technological Capabilities	23.3	23.3	25.0	16.7	21.7	18.3	16.7	
	4	Communication materials	17.3	17.3	16.0	9.3	16.0	13.3	13.3	
Points	50		222.7	218.7	228.0	131.0	223.3	200.0	152.7	
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services	40.0	37.3	40.0	18.7	42.7	40.0	32.0	
	5	Financial/Administrative Stability	21.7	18.3	20.0	16.7	23.3	18.3	18.3	
	3	RFP Quality/Completeness	11.0	11.0	11.0	7.0	11.0	11.0	8.0	
	4	Character, Reputation, References	12.0	14.7	14.7	9.3	16.0	17.3	4.0	
	5	Overall Value Proposition	20.0	18.3	23.3	13.3	21.7	18.3	13.3	
Points	25		104.7	99.7	109.0	65.0	114.7	105.0	75.7	
Total Phase 1	100		446.1	428.3	452.8	302.7	455.5	416.7	333.3	
Phase 2 (45%) **(Must have a minimum a minimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**										
Interview Evaluation and Fees	10	Presentation by Team (Optional)	0	0	0	0	0	0	0	
	5	Q&A Response to Panel Questions (Optional)	0	0	0	0	0	0	0	
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
		a. Lowest Cost/Fee – 10	0	0	50	0	0	0	0	
		b. Second 6	0	0	0	0	0	30	0	
		c. Third 4	20	0	0	0	0	0	0	
		d. Fourth 2	0	0	0	0	10	0	0	
		a. Fifth 1	0	5	0	0	0	0	0	
Total Phase 2	25	Cumulative Total (Total Possible Score 125)	20.0	5.0	50.0	0.0	10.0	30.0	0.0	
Total Phase 1 and 2		The cumulative evaluation scores will be calculated utilizing the following percentage. Phase 1 is 55% and Phase 2 is 45% = Total possible score 331.25	254.3	237.8	271.6	166.5	255.0	242.7	183.3	

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:___Nancy Williams_____
Procurement Department Completion Date: 9/25/23

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

Factor	Points	General Description	Rating (Scale 0 (Low) to 5 (High))							
			Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704
			LIFE, AD&D, AND LONG TERM DISABILITY							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	4.3	Non-Compliant
	10	Matched benefit plan designs							4.3	
	5	Creative/Innovative Solutions							4.7	
Points	25								13.3	
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities							4.0	
	4	Claim processing service							4.0	
	4	Claim processing timeliness							4.0	
	4	Administration Processes							4.0	
	4	Service/performance guarantees							4.0	
	8	Account Management – Staff Level/Experience							5.7	
	8	Employee/Member Services							5.7	
	5	Administration Resources							4.3	
	5	Technological Capabilities							4.7	
	4	Communication materials							4.0	
Points	50								44.3	
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services							4.3	
	5	Financial/Administrative Stability							4.3	
	3	RFP Quality/Completeness							3.3	
	4	Character, Reputation, References							4.0	
	5	Overall Value Proposition							4.3	
Points	25								20.3	
Total Phase 1	100								78.0	
Phase 2 (45%) **(Must have a minimumminimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**										
Interview Evaluation and Fees	10	**Presentation by Team (Optional)**								
	5	**Q&A Response to Panel Questions (Optional)**								
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
	10	a. Lowest Cost/Fee – 10							5	
	6	b. Second 6								
	4	c. Third 4								
	2	d. Fourth 2								
	1	a. Fifth 1								
Total Phase 2	25	**Cumulative Total (Total Possible Score 125)**							5	
Total Phase 1 and 2	125	**The cumulative evaluation scores will be calculated utilizing the following percentage.**							83	

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 9/25/23

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

Factor	Points	General Description	Weighted Scores							
			Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704
			LIFE, AD&D, AND LONG TERM DISABILITY							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	43.3	Non-Compliant
	10	Matched benefit plan designs							43.3	
	5	Creative/Innovative Solutions							23.3	
Points	25								110.0	
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities							16.0	
	4	Claim processing service							16.0	
	4	Claim processing timeliness							16.0	
	4	Administration Processes							16.0	
	4	Service/performance guarantees							16.0	
	8	Account Management – Staff Level/Experience							45.3	
	8	Employee/Member Services							45.3	
	5	Administration Resources							21.7	
	5	Technological Capabilities							23.3	
	4	Communication materials							16.0	
Points	50								231.7	
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services							34.7	
	5	Financial/Administrative Stability							21.7	
	3	RFP Quality/Completeness							10.0	
	4	Character, Reputation, References							16.0	
	5	Overall Value Proposition							21.7	
Points	25								104.0	
Total Phase 1	100								445.7	
		Phase 2 (45%) **(Must have a minimum a minimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**								
Interview Evaluation and Fees	10	**Presentation by Team (Optional)**							0	
	5	**Q&A Response to Panel Questions (Optional)**							0	
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
		a. Lowest Cost/Fee – 10							50	
		b. Second 6							0	
		c. Third 4							0	
		d. Fourth 2							0	
		a. Fifth 1							0	
Total Phase 2	25	**Cumulative Total (Total Possible Score 125)**							50	
Total Phase 1 and 2		**The cumulative evaluation scores will be calculated utilizing the following percentage. Phase 1 is 55% and Phase 2 is 45% = Total possible score 331.25**							267.6	

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 9/25/23

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

Factor	Points	General Description	Rating (Scale 0 (Low) to 5 (High))							
			Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704
			FLEXIBLE SPENDING ACCOUNT							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	5.0	Did Not Respond	Did Not Respond	4.7	4.7	Did Not Respond	Did Not Respond	Non-Compliant
	10	Matched benefit plan designs	5.0			4.7	4.7			
	5	Creative/Innovative Solutions	5.0			4.3	4.0			
Points	25		15.0			13.7	13.3			
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities	4.1			4.0	4.0			
	4	Claim processing service	4.3			4.0	3.7			
	4	Claim processing timeliness	2.7			2.3	2.3			
	4	Administration Processes	4.0			3.9	3.7			
	4	Service/performance guarantees	2.3			1.3	1.3			
	8	Account Management – Staff Level/Experience	5.0			4.3	3.7			
	8	Employee/Member Services	4.3			4.7	4.0			
	5	Administration Resources	4.3			3.7	4.0			
	5	Technological Capabilities	4.7			3.7	3.7			
	4	Communication materials	2.7			2.0	2.0			
Points	50		38.4			33.9	32.3			
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services	4.7			4.7	3.7			
	5	Financial/Administrative Stability	4.3			4.0	3.7			
	3	RFP Quality/Completeness	3.3			3.3	3.0			
	4	Character, Reputation, References	2.7			3.3	2.3			
	5	Overall Value Proposition	4.7			4.0	3.7			
Points	25		19.7			19.3	16.3			
Total Phase 1	100		73.1			66.9	62.0			
Phase 2 (45%) **(Must have a minimumminimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**										
Interview Evaluation and Fees	10	Presentation by Team (Optional)								
	5	Q&A Response to Panel Questions (Optional)								
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
	10	a. Lowest Cost/Fee – 10								
	6	b. Second 6								
	4	c. Third 4								
	2	d. Fourth 2								
	1	a. Fifth 1								
Total Phase 2	25	Cumulative Total (Total Possible Score 125)	0			0	0			
Total Phase 1 and 2	125	The cumulative evaluation scores will be calculated utilizing the following percentage.	73.1			66.9	62.0			

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 9/25/23

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

Factor	Points	General Description	Weighted Scores							
			Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704
			FLEXIBLE SPENDING ACCOUNT							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	50.0	Did Not Respond	Did Not Respond	46.7	46.7	Did Not Respond	Did Not Respond	Non-Compliant
	10	Matched benefit plan designs	50.0			46.7	46.7			
	5	Creative/Innovative Solutions	25.0			21.7	20.0			
Points	25		125.0			115.0	113.3			
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities	16.3			16.0	16.0			
	4	Claim processing service	17.3			16.0	14.7			
	4	Claim processing timeliness	10.7			9.3	9.3			
	4	Administration Processes	16.0			15.7	14.7			
	4	Service/performance guarantees	9.3			5.3	5.3			
	8	Account Management – Staff Level/Experience	40.0			34.7	29.3			
	8	Employee/Member Services	34.7			37.3	32.0			
	5	Administration Resources	21.7			18.3	20.0			
	5	Technological Capabilities	23.3			18.3	18.3			
	4	Communication materials	10.7			8.0	8.0			
Points	50		200.0			179.0	167.7			
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services	37.3			37.3	29.3			
	5	Financial/Administrative Stability	21.7			20.0	18.3			
	3	RFP Quality/Completeness	10.0			10.0	9.0			
	4	Character, Reputation, References	10.7			13.3	9.3			
	5	Overall Value Proposition	23.3			20.0	18.3			
Points	25		103.0			100.7	84.3			
Total Phase 1	100		428.0			394.7	365.3			
Phase 2 (45%) **(Must have a minimum a minimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**										
Interview Evaluation and Fees	10	Presentation by Team (Optional)	0			0	0			
	5	Q&A Response to Panel Questions (Optional)	0			0	0			
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
		a. Lowest Cost/Fee – 10	0			0	0			
		b. Second 6	0			0	0			
		c. Third 4	0			0	0			
		d. Fourth 2	0			0	0			
		a. Fifth 1	0			0	0			
Total Phase 2	25	Cumulative Total (Total Possible Score 125)	0			0	0			
Total Phase 1 and 2		The cumulative evaluation scores will be calculated utilizing the following percentage. Phase 1 is 55% and Phase 2 is 45% = Total possible score 331.25	235.4			217.1	200.9			

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 9/25/23

HUMAN RESOURCES DEPARTMENT

Anita Rookard
Human Resources Director

September 27, 2023

Director of Procurement
Mrs. Geri Sams

It is the recommendation of the Human Resources department that we begin negotiations for RFP Item #23-278 Ancillary Benefits for Dental, Life/AD&D, Long Term Disability and Flexible Spending Account Insurance with the following, Delta Dental, Anthem for Flexible Spending and Standard for Life/AD&D, Long Term Disability.

Please move forward with the next phase of the procurement process.

Respectfully,
Anita Rookard
Director of Human Resources

Augusta-Richmond County
Municipal Building
Human Resources Department
535 Telfair Street, Suite 400
Augusta, Georgia 30901
Office (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov

AETNA INC.
2000 RIVEREDGE PKWY.
ATLANTA, GA 30328

STANDARD INSURANCE COMPANY
900 SW 5TH AVENUE
PORTLAND, OR 97204

ATTN: MARY BEACHUM
IPG/METLIFE
DELTA DENTAL/AMERITAS
P. O. BOX 15514
AUGUSTA, GA 30919

UNITED HEALTH CARE
3720 DAVINCI COURT, SUITE 300
NORCROSS, GA 30092-2670

METROPOLITAN LIFE INSURANCE COMPANY
1200 ABERNATHY ROAD, NE
BUILDING 600, SUITE 1400,
ATLANTA, GA 30328

ALLIED SOLUTION ENTERPRISE
ATTN: JASON COLLIER
300 VETERANS WAY
CARMEL, IN 46032

CIGNA
900 COTTAGE GROVE ROAD
BLOOMFIELD, CT 06002

CIGNA HEALTH & LIFE INSURANCE COMPANY
900 COTTAGE GROVE ROAD
BLOOMFIELD, CT 06002

UNITED HEALTHCARE
306 EAST JACKSON STREET
TAMPA, FL 33602

SDC CONSULTING, INC.
ATTN: ULYSSES G. FORD
188 GLENEAGLES CIRCLE
MACON, GA 31210-243

DELTA DENTAL INSURANCE
258 SOUTHHALL LANE
MAITLAND, FL 32751

ATTN: MIKE OTIS
ING
5780 POWERSFERRY RD, NW P 4
ATLANTA, GA 30327

ATTN: SHARI ANDERS
MERITAIN HEALTH
11330 BROOKHOLLOW TRAIL
ALPHARETTA, GA 30022

METLIFE
177 S COMMONS DR
AURORA, IL 60504

EPIC
ATTN: JAMES FORD
2405 SATELLITE BLVD, SUITE 200
DULUTH, FA 30096

UNITED CONDORDIA
1800 CENTER STREET, STE. 2B 220
CAMP HILL, PA 17110

PMA INSURANCE GROUP
1100 ABERNATHY RD. NE #650
ATLANTA GA 30328

ATTN: JAMES WALSH
DENTAL POWER
205 LLOYD STREET, SUITE #101
CARRBORO, NC 27510

AMERITAS GROUP
4227 PLEASANT HILL ROAD # 11200
DULUTH, GA 30096

J. SMITH LANIER & COMPANY
ATTN: PHIL HARRISON, JR.
P. O. BOX 211110
AUGUSTA, GA 30917

ATTN: JENNIFER SHIELDS
HEALTHSCOPE BENEFITS
27 CORPORATE HILL DR
LITTLE ROCK, AR 72205

BLUE CROSS BLUE SHIELD
210 PEACHTREE STREET
ATLANTA, GA 30326

ATTN: VARONIA WALKER
FRINGE BENEFITS MGMT CO
3101 SESSIONS ROAD
TALLAHASSEE, FL 32303

ATTN: JAN BREWER
PARAGON BENEFITS
6065 BUSINESS PARK DRIVE
COLUMBUS, GA 31909

ATTN: EMPLOYEE BENEFITS
STANDARD HEALTH INSURANCE
236 WASHINGTON STREET SW
ATLANTA, GA 30334

DELTA DENTAL
1130 SANCTUARY PARKWAY # 600
ALPHARETTA, GA 30009

ATTN: MELISSA KERNS
METLIFE
1200 ABERNATHY ROAD NE, STE 1400
ATLANTA, GA 30328

RFP 23-278 ANCILLARY BENEFITS – DENTAL, LIFE/AD&D/LTD, AND FSA FOR HUMAN RESOURCES
RFP DUE: TUE., AUG. 8, 2023 @ 11 A.M.

RFP 23-278 ANCILLARY BENEFITS – DENTAL, LIFE/AD&D/LTD, AND FSA FOR HUMAN RESOURCES
RFP DUE: TUE., AUGUST 8, 2023 @ 11 A.M.

HUMANA, INC.
500 W. MAIN STREET
LOUISVILLE, KY 40202

WEALTH PRESERVATION GROUP, LLC
1050 CROWN POINTE PKWY #1800
ATLANTA, GA 30338

AETNA INC
151 FARMINGTON AVENUE
HARTFORD, CT 06156

MEDICAL MUTAL
100 AMERICAN ROAD
BROOKLYN, OH 44144

ALLSTATE
ATTN. JAMES O'NEAL
3238 PEACH ORCHARD RD
AUGUSTA, GA 30906

JV GREENE & ASSOCIATES
ATTN: JOHN GREENE
290 E. SMOKETREE
ALPHARETTA, GA 30005

CLAIMS EVAL
ATTN: ADAM RICHARDSON
6905 MYSTERY CREEK LANE
GRANITE, CA 95746

COVENTRY HEALTH INSURANCE
382 NE 191ST STREET
MIAMI, FL 33179

GARY INSURANCE & TAX INC.
5675 JIMMY CARTER BLVD. SUITE 597
NORCROSS, GA 30071

HUMANA
ATTN: AMANDA FREE
100 MANSELL COURT EAST, SUITE 400
ROSWELL, GA 30076

HB ACTURIAL SERVICES INC
ATTN: HAYDEN BURRUS
10 NORTHEAST 6TH ST STE 200
DELRAY BEACH FL 33444

METLIFE
ATTN: CULBY HINSON
1200 ABERNATHY ROAD, SUITE 1400
ATLANTA, GA 30328

USI
7 EAST CONGRESS STREET, SUITE 1002
SAVANNAH, GA 31401

WELLS FARGO INSURANCE SERVICES
100 SUMMIT LAKE DRIVE, SUITE 400
VALHALIA, NY 10595

RESURGENS RISK MANAGEMENT, INC.
1201 PEACHTREE ST., NE SUITE #1730
ATLANTA, GA 30361

ANTHEM INC.
ATN. RONALD KJAR
740 WEST PEACHTREE STREET NW
ATLANTA, GA 30308

LARGE GROUP SALES EXECUTIVE EMPLOYER GROUP
ATTN. MICHAEL WILLIS SR.
100 MANSELL CT. EAST SUITE 400
ROSWELL, GA 30076

GROUP INSURANCE ASSOCIATES
ATTN: JONATHAN LARSSON
756 POPLAR STREET
MACON, GA 31201

AETNA INC.
ATTN: GOVERNMENT SALES
151 FARMINGTON AVENUE
HARTFORD, CT 06156

PARAGON BENEFITS, INC.
ATTN: JANE D. PRITTS
P. O. BOX 12288
6065 BUSINESS PARK DRIVE
COLUMBUS, GA 31917

MARK III BROKERAGE
ATTN: DAVID BROWDER
211 GREENWICH ROAD
CHARLOTTE, NC 28211

UNITED HEALTH CARE
2100 RIVEREDGE PKWY, SUITE 400
SANDY SPRINGS, GA 30282

DEARBORN NATIONAL
ATTN: PAMELA J. DAVIS
1001 EAST LOOKOUT DRIVE
RICHARDSON, TX 75082

FRINGE BENEFITS MGT COMPANY
ATTN: VARONIA WALKER
3101 SESSIONS ROAD
TALLAHASSEE, FL 32303

POYTHRESS & ASSOCIATES
ATTN: RICHARD POYTHRESS
2918 PROFESSIONAL PARKWAY
AUGUSTA, GA 30907

ANITA ROOKARD
HUMAN RESOURCES DEPARTMENT

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

RFP 23-278 ANCILLARY BENEFITS – DENTAL, LIFE/AD&D/LTD, AND FSA FOR HUMAN RESOURCES
RFP DUE: TUE., AUGUST 8, 2023 @ 11 A.M.

RFP 23-278 ANCILLARY BENEFITS – DENTAL, LIFE/AD&D/LTD, AND FSA FOR HUMAN RESOURCES
RFP DUE: TUE., AUGUST 8, 2023 @ 11 A.M.

BIDDERS LIST

BID ITEM # 23-278 COST $_____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Maisa Benjamin Sales Support Professional Southeast Region	3401 SW 160th Ave. Suite 200 Miramar, FL 33027	07-05-2023	"	AS	AS
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

GEORGIA PROCUREMENT REGISTRY

State Purchasing Bid Posting System

CREATE EMAIL MESSAGE

RETURN TO MENU

The following is a list of vendors contacted about bid number: **23-278**

Company Name Date Sent	Email Address Name	MINORITY	ETHNIC
COMMUNICATIVE CONSULTANTS OF ATLANTA 2023-06-29	kellie@aurorastrategies.com 0000211652, 0000211652	N	NOM
RESURGENS RISK MANAGEMENT 2023-06-29	CWILLIAMS@RRMGT.COM WILLIAMS, CYNTHIA	Y	AFA
RESURGENS RISK MANAGEMENT 2023-06-29	efudge@rrmgt.com EFUDGE, EFUDGE		
RESURGENS RISK MANAGEMENT 2023-06-29	jwarman@rrmgt.com Warman, Jay		
RESURGENS RISK MANAGEMENT 2023-06-29	rwright@rrmgt.com RWRIGHT9, RWRIGHT9		
RESURGENS RISK MANAGEMENT 2023-06-29	sjagan@rrmgt.com SJAGAN, SJAGAN		
RESURGENS RISK MANAGEMENT 2023-06-29	wburks@rrmgt.com WBURKS, WBURKS		
TROUTMAN PEPPER HAMILTON SANDERS LLP 2023-06-29	Marisol.Ramos@troutman.com TROUTMAN2020, TROUTMAN2020	N	NOM
TROUTMAN PEPPER HAMILTON SANDERS LLP 2023-06-29	christopher.baxter@troutman.com TSS, TSS		
The Agency of North Georgia 2023-06-29	jeff@afmax.agency Grabiak, Jeff	N	NOM

ETHNIC GROUP	COUNT
African American	1
Asian American	0
Native American	0
Hispanic/Latino	0
Pacific Island/American	0

Non Minority	
Not Classified	0
Total Number of Vendors	4
Total Number of Contacts	10

PR_bid_email_list

Planholders

Add Supplier | Export To Excel

Supplier (13)

Supplier	Download Date
442 Strategic Services LLC	07/30/2023
AETNA	07/03/2023
AmeriFlex, Inc.	08/02/2023
Dodge Data	06/30/2023
DWE insurance group	07/15/2023
Humana, Inc.	06/30/2023
Mark III Brokerage Inc.	08/11/2023
Mark III Employee Benefits	06/30/2023
McGriff Insurance Services	06/29/2023
MetLife	07/06/2023
Minnesota Life Insurance	06/30/2023
Onvia, Inc. - Content Department	06/29/2023
Solstice Benefits, Inc.	07/03/2023

Add Supplier

Supplier Details

Supplier Name	442 Strategic Services LLC
Contact Name	Josh Cherry
Address	2551 Limestone PKWY 1002, Gainesville, GA 30501
Email	infohub@442services.com
Phone Number	706-968-3824

Documents

Filename	Type	Action
23-278_RFP	Bid Document / Specifications	View History
23-278_ADD1	Addendum	View History
23-278-ADD2	Addendum	View History
23-278_ADD DOC 2	Miscellaneous	View History

Delta Dental Insurance Company
1130 Sanctuary Parkway
Alpharetta, GA 30009
(770) 641-5100
(888) 858-5252

Delta Dental PPO℠ Group Dental Insurance Contract

[Group's Name], ("Contractholder") has applied for a group dental insurance Contract with Delta Dental Insurance Company ("Delta Dental"). [This Contract supersedes and replaces the previous dental contract issued by Delta Dental.] The following terms will apply:

[[Group's Name] _____, ("Contractholder") has applied for a group dental insurance Contract with Delta Dental Insurance Company. The Contract is underwritten by Delta Dental Insurance Company and administered by [insert name of Third Party Administrator]. [This Contract supersedes and replaces the previous dental contract issued by Delta Dental.] The following terms will apply:]]

I. Contractholder will pay Delta Dental the monthly Premium stated in this Contract.

II. [Delta Dental has accepted the application submitted and signed by the Contractholder.] When the Contractholder pays the first month's Premium, the term of this Contract will begin at 12:01 a.m. Standard Time, on the Effective Date listed in Attachment C, Group Variables (Attachment C). The term of this Contract will end as stated in this Contract at the end of the Contract Term at 12:00 midnight Standard Time.

III. Contractholder will provide each Primary Enrollee electronic access to a certificate/Evidence of Coverage booklet supplied by Delta Dental. Delta Dental will also furnish a hard copy to a Primary Enrollee or the Contractholder upon request. Contractholder will also distribute to its Enrollees any notice from Delta Dental which may affect their rights under this Contract.

So long as Contractholder pays the Premiums as stated in Article 3, Delta Dental agrees to provide the Benefits described in this Contract including Attachment A Deductibles, Maximums and Contract Benefit Levels (Attachment A) and Attachment B Services, Limitations and Exclusions (Attachment B).

This Contract is issued and delivered in the State of Georgia and is governed by its laws.

[Group's Name

Executed this _____day of _____, 20____ for the Contractholder at: _____
City and State

By: _____ Signature:_____

Delta Dental Insurance Company

Michael G. Hankinson, Esq., President

Notice: Delta Dental Providers will be paid their Contracted Fee. Delta Dental Providers and Non-Delta Dental Providers will be reimbursed at least the same amount.

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS

ARTICLE 2 - ELIGIBILITY AND ENROLLMENT

ARTICLE 3 - MONTHLY PREMIUMS

ARTICLE 4 - CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

ARTICLE 5 - GENERAL PROVISIONS

ARTICLE 6 - TERMINATION AND RENEWAL

ARTICLE 7 - ATTACHMENTS

ARTICLE 1 – DEFINITIONS

Terms when capitalized in this document have defined meanings, given either in the section below or within this Contract's sections.

1.0 **Accepted Fee** -- the amount the attending Provider agrees to accept as payment in full for services rendered. For a Preferred Provider, this is the Delta Dental PPO Provider's Contracted Fee.

1.02 **Benefits** -- covered dental services provided under the terms of this Contract.

1.03 **Calendar Year** -- the 12 months of the year from January 1 through December 31.

1.04 **Claim Form** -- the standard form used to file a claim or request a Pre-Treatment Estimate.

1.05 **Contract** -- this agreement between Delta Dental and the Contractholder, including the attachments listed in Article 7.

1.06 **Contract Benefit Level** -- the percentage of the Maximum Contract Allowance that Delta Dental will pay after the Deductible has been satisfied as shown in Attachment A.

1.07 **Contractholder** -- the employer, union or other organization or group as named herein contracting to obtain Benefits.

1.08 **Contract Term** -- the period during which this Contract is in effect, as shown in Attachment C.

1.09 **Contract Year** -- the [12] months starting on the Effective Date and each subsequent [12] month period thereafter. [Deductibles and Maximums will be determined using this [12] month period rather than on a Calendar Year basis.]

1.10 **Deductible** -- a dollar amount that an Enrollee and/or the Enrollee's family (for family coverage) must pay for certain covered services before Delta Dental begins paying Benefits.

1.11 **Delta Dental Premier® Provider (Premier Provider)** -- a Non-Preferred Provider who contracts with Delta Dental Insurance Company or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental Premier Contracted Fee as payment in full for covered services provided under a plan. A Premier Provider also agrees to comply with Delta Dental's administrative guidelines.

1.12 **Delta Dental Premier Contracted Fee** -- the fee for each Single Procedure that a Non-Preferred Premier Provider has contractually agreed to accept as payment in full for covered services.

1.13 **Delta Dental PPO Provider (PPO Provider)** -- a Preferred Provider who contracts with Delta Dental Insurance Company or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Contracted Fee as payment in full for covered services provided under a PPO dental plan. A PPO Provider also agrees to comply with Delta Dental's administrative guidelines.

1.14 **Delta Dental PPO Contracted Fee** -- the fee for each Single Procedure that a Preferred (PPO) Provider has contractually agreed to accept as payment in full for covered services.

1.15 **Dependent Enrollee** -- an Eligible Dependent enrolled to receive Benefits.

1.16 **Effective Date** -- the original date the Contract starts, as shown in Attachment C.

1.17 **Eligible Dependent** -- a dependent of an Eligible Employee eligible for Benefits under Article 2.

1.18 **Eligible Employee** -- any employee] [or retiree] eligible for Benefits under Article 2.

1.19 **Emergency Care** -- services and/or treatment provided for an emergency condition with extreme severity; that would lead to placing the Enrollee's health in serious jeopardy, or serious impairment to bodily functions.

1.20 **Enrollee** -- an Eligible Employee ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.

1.21 **Enrollee Pays** -- Enrollee's financial obligation for services calculated as the difference between the amount shown as the Accepted Fee and the portion shown as "Delta Dental Pays" on the claims statement when a claim is processed.

1.22 **Enrollee's Effective Date of Coverage** -- the date the Contractholder reports coverage will begin for each Primary Enrollee and each Dependent Enrollee.

1.23 **[Late Entrant** -- an Eligible Employee [and/or Eligible Dependent] who does not enroll for coverage under this Contract within [31] days of the date first eligible, but later becomes covered; or who requests coverage after previously terminating coverage while still eligible for coverage under the Contract.]

1.23 **Maximum** -- is the maximum dollar amount Delta Dental will pay toward the cost of dental care. Enrollees must satisfy costs above this amount. Delta Dental will pay the Maximum, if applicable, shown in Attachment A for Benefits under this Contract.

1.24 **Maximum Contract Allowance** -- the reimbursement under the Enrollee's benefit plan against which Delta Dental calculates payment and the Enrollee's financial obligation. Subject to adjustment for extreme difficulty or unusual circumstances, the Maximum Contract Allowance for services provided:

PPO/PRE/PROGRAM ALLOWANCE

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Program Allowance.

PPO/PPO/PPO

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee for a PPO Provider in the same geographic area.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee for a PPO Provider in the same geographic area.

PPO/PRE/PPO

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee for a PPO Provider in the same geographic area.

PPO/PRE/PRE

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.

TABLE OF ALLOWANCE

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee or the amount shown on the Table of Allowances.

- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee or the amount shown on the Table of Allowances.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the amount shown on the Table of Allowances.

1.26 **Non-Preferred Provider** -- a Provider who is not a PPO Provider and has not agreed to accept the PPO Contracted Fee. Some Non-Preferred Providers (Premier Providers) have contracted with Delta Dental to accept an amount which may be greater than the PPO Contracted Fee. These providers will limit the amount of balance billing you are required to pay to the Delta Dental Premier Contracted Fee. Other Non-Preferred Providers may balance bill the Enrollee up to his/her Submitted Fee and have not agreed to comply with Delta Dental's administrative guidelines.

1.27 **Open Enrollment Period** -- the month of the year during which employees may change coverage for the next Contract Year.

1.28 **Preferred Provider** -- a PPO Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Provider's Contracted Fee as payment in full for services provided under a PPO plan. A Preferred Provider also agrees to comply with Delta Dental's administrative guidelines.

1.27 **Pre-Treatment Estimate** -- an estimation of the allowable Benefits under this Contract for the services proposed, assuming the person is an eligible Enrollee.

1.28 **Premium** -- the amounts payable by the Contractholder monthly as provided in Attachment C.

1.29 **Primary Enrollee** -- an Eligible Employee enrolled in the plan to receive Benefits; may also be referred to as "Enrollee".

1.30 **Procedure Code** -- the Current Dental Terminology® (CDT) number assigned to a Single Procedure by the American Dental Association.

1.31 **Program Allowance** -- the maximum amount Delta Dental will reimburse for a covered procedure. Delta Dental sets the Program Allowance for each procedure through a review of proprietary data by geographic area. The Program Allowance may vary by the contracting status of the Provider and/or the Program Allowance selected by the Contractholder.

1.32 **Provider** -- a person licensed to practice dentistry when and where services are performed. A Provider shall also include a dental partnership, dental professional corporation or dental clinic.

1.33 **Qualifying Status Change** -- a change in:
- marital status (marriage, divorce, annulment or death);
- number of dependents (a child's birth, adoption of a child, placement of child for adoption, addition of a step or foster child or death of a child);
- employment status (change in employment status of Enrollee or Eligible Dependent);
- dependent child ceases to satisfy eligibility requirements;
- residence (Enrollee, dependent Spouse or child moves);
- a court order requiring dependent coverage; or
- any other current or future election changes permitted by Internal Revenue Code Section 125.

1.34 **Single Procedure** -- a dental procedure that is assigned a separate Procedure Code.

1.35 **Spouse** -- a person related to or a partner of the Primary Enrollee:
- as defined and as may be required to be treated as a Spouse by the laws of the state where this Contract is issued and delivered;
- as defined and as may be required to be treated as a Spouse by the laws of the state where the Primary Enrollee resides; and
- as may be recognized by the Contractholder.

1.36 **Submitted Fee** -- the amount that the Provider bills and enters on a claim for a specific procedure; however, a Non-Preferred Provider may balance bill and the Enrollee is responsible for the remaining balance.

[1.37 **Table of Allowances -- [the list of covered dental services showing the Procedure Code and the most De**lta Dental would pay for each covered Single Procedure.] [the list of covered dental services showing the Procedure Code and the amount on which Delta Dental would base its percentage of payment if said amount is the Maximum Contract Allowance.]The Table of Allowances is part of Attachment A.][Allowances shown in the Table of Allowances will [increase/be adjusted] each [Contract Year/Calendar Year/Contract Term] by [.5%-25%].]

ARTICLE 2 - ELIGIBILITY AND ENROLLMENT

2.01 **Reporting**

Delta Dental processes eligibility as reported by the Contractholder. On or before the Effective Date, Contractholder will furnish to Delta Dental, in writing or via electronic format as agreed by Delta Dental and the Contractholder, a listing of eligible Primary Enrollees and Dependent Enrollees. Electronic format may be file transmissions, Delta Dental's web tool or a combination of the two. The listing shall include but not be limited to the:

- Primary Enrollees' and Dependent Enrollees': names, Enrollee ID numbers, Enrollee's Effective Date of Coverage, dates of birth, addresses and gender;
- Dependent Enrollees' dependent status; and
- Primary Enrollees' location, if applicable.

The eligibility list shall include all Eligible Employees unless the Eligible Employee waives coverage or enrolls in an alternate dental plan offered by Contractholder. [The eligibility list may also include retired employees and surviving Spouses of employees.]

Thereafter, before the tenth day of each month, Contractholder must furnish to Delta Dental in the format agreed to above, a listing indicating specific additions, changes or terminations made during the prior month. An Enrollee remains enrolled until the Contractholder notifies Delta Dental of the termination. If the Primary Enrollee loses coverage or makes any change that affects an Enrollee's eligibility, Contractholder must promptly notify Delta Dental of such change.

Contractholder will notify Delta Dental in writing or in electronic media of any requests for Premium adjustments for Enrollees who should have been terminated in the event Delta Dental was not previously notified of the termination(s). Retroactivity will be adjusted up to the immediately preceding three (3) months plus the current billing month.

Delta Dental will not make any payment for services provided to an Enrollee who is not reported to Delta Dental as an Enrollee under this Contract when the service is provided. Also, Delta Dental may not pay Benefits for an Enrollee if Premiums are not paid for the month in which dental services are rendered. Delta Dental shall not be obligated to recover claims paid to a Provider as a result of Contractholder's retroactive eligibility adjustments. The Contractholder agrees to reimburse Delta Dental for any erroneous claim payments made by Delta Dental as a result of incorrect eligibility reporting by the Contractholder.

2.02 Contractholder will permit Delta Dental to audit Contractholder's records to confirm compliance with Articles 2 and 3. Delta Dental will give Contractholder written notice within a reasonable time before the audit date.

2.03 **Eligible Employees**

[An employee [working X hours per week] becomes eligible on whichever is later, the Effective Date or on the [date of hire/first day of the month following date of hire/first of the month following X days/months of continuous employment at X hours per week]].

[2.04**Eligible Dependents**

- [Dependents are the Primary Enrollee's Spouse and [unmarried] dependent children from birth to age [19], or to age [25] if enrolled as full-time students in a post-secondary institution of higher learning, or would have been eligible to be enrolled and were prevented due to illness or injury.]

- [Dependents are the Primary Enrollee's Spouse and [unmarried] dependent children from birth to age [25].]

- Children include natural children, stepchildren, foster children, adopted children, children placed for adoption and children of a partner as recognized by the Contractholder. [Children must be dependent upon the Primary Enrollee for support and maintenance.] The dependents of Primary Enrollees are eligible to enroll on the same date that the employee, of whom they are a dependent, becomes a Primary Enrollee. Later-acquired dependents become eligible as soon as they acquire dependent status.
- An overage [unmarried] dependent child may be eligible if:
  1) he/she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age;
  2) he/she is chiefly dependent on the eligible employee for support; and
  3) proof of dependent's disability is provided within 31 days of request. Such requests will not be made more than once a year following a two year period after this dependent reaches the limiting age. Eligibility will continue as long as the dependent relies on the eligible employee for support because of a physically or mentally disabling injury, illness or condition that began before he/she reached the limiting age.

Dependents on active military duty are not eligible.

2.05 **Enrollment of Eligible Employees and Eligible Dependents**

- If Contractholder pays the entire cost of coverage for all Primary Enrollees and Dependent Enrollees, all Eligible Employees and Eligible Dependents are automatically covered under the plan.
- If the Primary Enrollee must contribute any portion of the cost of coverage, then Eligible Employees must enroll to be covered under the plan. Enrollment must be within 31 days after first becoming eligible or during an Open Enrollment Period. Coverage cannot be dropped or changed other than during an Open Enrollment Period or because of a Qualifying Status Change.
- If the Primary Enrollee is paying all or a portion of the cost for coverage for Dependent Enrollees in the manner elected by the Contractholder and approved by Delta Dental, then Eligible Dependents must be enrolled within 31 days after the date becoming eligible or during the Open Enrollment Period. Coverage may not be changed at any time other than during an Open Enrollment Period or if there is a Qualifying Status Change.
- All Eligible Dependents must be enrolled as Dependent Enrollees if dependent coverage is elected.
- [If both Spouses are Eligible Employees, one may not enroll as a Dependent Enrollee of the other. Dependent children may enroll as Dependent Enrollees of only one Primary Enrollee.]
- A child who is eligible as a Primary Enrollee and a dependent can be insured under this Contract as a Primary Enrollee or a Dependent Enrollee but not both at the same time.

2.06 Except for an employee absent from work due to a leave of absence [approved by the Contractholder or] governed by the "Family & Medical Leave Act of 1993" (P.L. 103.3), an Enrollee will not be covered for any dental services received while a Primary Enrollee is on strike, lay-off or leave of absence. Contractholder must inform Delta Dental of any change in eligibility as required under section 2.01.

Benefits for such Primary Enrollee and his/her Eligible Dependents will resume as follows:

- If coverage is reactivated in the same [Contract/Calendar] Year, Deductibles and Maximums will resume as if the Primary Enrollee were never gone.
- If coverage is reactivated in a different [Contract/Calendar] Year, new Deductibles and Maximums will apply.

Coverage will resume provided the Contractholder submits the request to Delta Dental that coverage be reactivated.]

If an employee is rehired within the same [Contract/Calendar] Year, Deductibles and Maximums will resume as if the Primary Enrollee was never gone.

2.07 [A Primary Enrollee loses coverage on the earlier of the last day of the month of employment, when he/she is no longer an Eligible Member of the Contractholder or the day this Contract is terminated. The Primary Enrollee's Spouse loses coverage along with the Primary Enrollee or when dependent status is lost. The Primary Enrollee's children lose coverage along with the Primary Enrollee or [the last day of the month/the end of the Calendar Year] when dependent status is lost.]

[A Primary Enrollee loses coverage on the day of termination of employment, when he/she is no longer an Eligible Member of the Contractholder or the day this Contract is terminated. The Primary Enrollee's Spouse loses coverage along with the Primary Enrollee when dependent status is lost. The Primary Enrollee's children lose coverage along with the Primary Enrollee or [the last day of the month/the end of the Calendar Year] when dependent status is lost.]

[A Primary Enrollee loses coverage on the earlier of the last day of the pay period of employment, when he/she is no longer an Eligible Member of the Contractholder, when he/she stops paying the required Premiums for coverage or the day this Contract is terminated. The Primary Enrollee's Spouse loses coverage along with the Primary Enrollee when dependent status is lost. The Primary Enrollee's children lose coverage along with the Primary Enrollee or [the last day of the month/the end of the Calendar Year] when dependent status is lost.]

Termination of Benefits on Loss of Eligibility
Delta Dental will not pay for Benefits for any services received by a person who is not an Enrollee at the time of treatment except for covered dental services incurred when the person was covered if such procedure is completed within 90 days of the date coverage ends. A dental service is incurred as follows:

- for an appliance (or change to an appliance), at the time the impression is made;
- for a crown, bridge or cast restoration, at the time the tooth or teeth are prepared;
- for root canal therapy, at the time the pulp chamber is opened; and
- for all other dental services, at the time the service is performed or the supply furnished.

2.08 **Continuation of Coverage Under USERRA**
As required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), if a Primary Enrollee is covered by this Contract on the date his or her USERRA leave of absence begins, the Primary Enrollee may continue dental coverage for himself or herself and any covered dependents. Continuation of coverage under USERRA may not extend beyond the earlier of: 24 months beginning on the date the leave of absence begins or the date the Primary Enrollee fails to return to work within the time required by USERRA. For USERRA leave that extends beyond 31 days, the Premium for continuation of coverage will be the same as for COBRA coverage.

2.10 **Continuation of Coverage Under COBRA**
When the Eligible Employees of a Contractholder are covered under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985), then in consideration of the payments specified in Article 3, Delta Dental agrees to provide the Benefits to Enrollees who elect continued coverage pursuant to this section, provided:

- continuation of coverage is required to be offered under COBRA;
- the Enrollee requests the continuation within the time frame allowed;
- the Contractholder notifies Delta Dental that the Enrollee has elected to continue coverage under COBRA;
- Delta Dental receives the required Premium for the continued coverage; and
- this Contract stays in force.

Delta Dental does not assume any of the obligations required by COBRA of the Contractholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA).]

2.11 **Multiple Plan Options**
This Contract is entered into with the understanding that Eligible Employees of the Contractholder have a choice between dental coverage under this Delta Dental plan and one or more alternate programs. Eligible Employees may exercise that choice as follows:

- All Eligible Employees that enroll will be enrolled as Primary Enrollees under the Delta Dental plan unless they elect an alternate plan.
- Except for new employees, enrollment may be filed with Contractholder only during the Open Enrollment Period.
- New employees may enroll within 31 days of employment which will be effective until the next Open Enrollment Period.
- [If Eligible Employees have a choice of more than one Delta Dental PPO plan and change plans, [all waiting periods] [waiting periods for [Basic Services/Major Services/Orthodontic Services /Implant Services/TMJ Services/Cosmetic Services/Dental Accident Services] will apply.]]
- [If Eligible Employees have a choice of more than one Delta Dental PPO plan and change plans, enrollees will be placed in Year 1 regardless of the amount of time enrolled in any Delta Dental PPO plan.]]

ARTICLE 3 – MONTHLY PREMIUMS

3.01 Contractholder will remit to Delta Dental or its Third Party Administrator the Premium in the amount and manner shown in Attachment C for all Primary Enrollees and Dependent Enrollees.

Delta Dental will process eligibility as reported by the Contractholder.

For enrollment additions, Contractholder will remit a full month's Premium for Enrollees whose coverage is effective on the first through the fifteenth calendar day of a month. Premiums are not due to Delta Dental for Enrollees who are enrolled on the sixteenth through the last day of a month.

For enrollment terminations, Contractholder will remit a full month's Premium for Enrollees whose coverage is terminated on the sixteenth through the last calendar day of a respective month. Premiums are not due to Delta Dental for Enrollees whose enrollment is terminated on the first through the fifteenth day of a month.]

Contractholder has arranged for [Primary Enrollees] to submit [monthly] Premiums directly to Delta Dental for themselves and covered dependents via electronic fund transfer ("EFT") [or credit card payment][or check] [credit card or check]. For enrollment to continue under the Contract, the [Primary Enrollee] must complete and return the necessary forms to Delta Dental. Once this information is received, Delta Dental will transfer the [monthly] Premium payment from the Primary Enrollee's bank account on the [[25th] of each month] for the following [month's] Premium. [If the payment method elected by the Enrollee is by credit card, the credit card transaction will be posted to the enrollee's account on the [25th] of each month for the following [month's] premium.] [If payment is by check, Primary Enrollee must follow the instructions on the billing statement.]

If total funds for the [monthly] Premium are not available, Delta Dental will send the [Primary Enrollee] a notification letter about the payment failure, reason for failure and request the [Primary Enrollee] contact Delta Dental with the corrected payment information in order to satisfy the balance due on the account. If the Premium is not paid by the end of the grace period, Delta Dental will notify the Contractholder regarding the [Primary Enrollee's] non-payment of Premium to determine if termination procedures should be started on the Primary Enrollee. Delta Dental will inform the Primary Enrollee regarding the status of the account up to and including the [Primary Enrollee's] termination of coverage for non-payment of Premiums. The [Primary Enrollee] will need to contact Delta Dental regarding reinstatement of any coverage that is terminated due to the non-payment of Premiums. Delta Dental will provide the [Primary Enrollee] with information needed for reinstatement of terminated coverage.]]

3.02 [This Contract will not be in effect until Delta Dental receives the first month's Premiums. Subsequent Premiums will be paid by the first day of each [month]. For each Premium after the first, a grace period of 31 days from the due date will be allowed for the payment of the Premium. This Contract will continue in force during this period; if the Premium remains unpaid at the end of the grace period, this Contract may be terminated by Delta Dental in accordance with the notice requirements of section 6.01.]

[Contractholder will pay all Premiums, including the first month's Premium, to Delta Dental within [60] days following the first calendar day of the applicable month of coverage. This [60] day period includes a 31 day grace period. This Contract will continue in force during this period. However, if the Premium remains unpaid at the end of this period, Delta Dental may terminate this Contract in accordance with the notice requirements of section 6.01.]

3.03 If this Contract is terminated before the end of a Contract Term, Contractholder will pay additional charges in accordance with Article 6.

3.04 Delta Dental will not be responsible or liable for any incorrect, incomplete, obsolete or unreadable data or information supplied to Delta Dental including, but not limited to, eligibility and enrollment information.

3.05 Delta Dental may change the monthly Premium whenever the Contract is amended as stated in section 3.06, or whenever the Contractholder requests a change in Benefits, eligibility or when due to a state and/or federal mandated change. Any change in Premium shall not be effective during a Contract Term unless Contractholder and Delta Dental agree in writing, [except as provided in section 3.06, 3.07 or a state and/or federal mandated change.

3.06 Premiums are based on the composition of the Contractholder's group at the beginning of each Contract Term. Delta Dental may propose a choice of changes in Premiums or Benefits for a 15 percent change in composition during the Contract Term, such as an increase or decrease in enrollment, change in location, change in job classifications, change in mix of active versus retiree enrollment or other similar change in the Contractholder's group composition that lasts three (3) months in a row or longer and results in an increase in cost per person of the Contractholder's group. Within 31 days of receipt of the proposed change(s), Contractholder will select one of the choices by written notice to Delta Dental. If Contractholder fails to do so, Delta Dental may select one of the choices by written notice to Contractholder. This Contract will be modified for all dental services predetermined and incurred after notice.]

3.07 If during the Contract Term any new or increased tax, assessment, or fee is imposed on the amounts payable to, or by, Delta Dental under this Contract or any immediately preceding contract between Delta Dental and Contractholder, the Premium amount stated in Attachment C will be increased by the amount of any such new or increased tax, assessment, or fee by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

ARTICLE 4 - CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

4.01 Delta Dental will pay Benefits for dental services described in Attachment B when provided by a Provider and when necessary and customary under generally accepted dental practice standards. Claims will be processed in accordance with Delta Dental's standard processing policies. The processing policies may be revised at the beginning of a Calendar Year to comply with annual CDT changes made by the American Dental Association and to reflect changes in generally accepted dental practice standards. Delta Dental will provide notice of such changes at least 60 days in advance to the Contractholder. The Contractholder is responsible for distributing notice to Primary Enrollees.

Delta Dental will use the processing policies that are in effect at the time the claim is processed. Delta Dental may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis. Limitations and exclusions will be applied for the period the person is an Enrollee under any Delta Dental program or prior dental care program provided by the Contractholder subject to receipt of such information from the Contractholder or at the time a claim is submitted. Additional waiting periods, if any, are shown in Attachment A. If an Enrollee receives dental services from a Provider outside the state of Georgia, the Provider will be reimbursed according to Delta Dental's network payment provisions for said state according to the terms of this Contract.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the benefit payable under this Contract. If the

Provider bills separately for the primary procedure and each of its component parts, the total benefit payable for all related charges will be limited to the maximum benefit payable for the primary procedure.

4.02 Delta Dental's provision of Benefits is limited to the applicable portion of the Provider's fees or allowances specified in Attachment A. The Enrollee is responsible for paying the balance of any fees or allowances known as the "Enrollee Coinsurance." Contractholder has chosen to require Enrollee Coinsurances under this program as a method of sharing the costs of providing dental Benefits between Contractholder and Enrollees. If the Provider discounts, waives or rebates any portion of the Enrollee Coinsurance to the Enrollee, Delta Dental will be obligated to provide as Benefits only the applicable percentages of the Provider's fees or allowances reduced by the amount of such Enrollee Coinsurance fees or allowances that are discounted, waived or rebated; however, the Non-Delta Dental Provider may balance bill and the Enrollee is responsible for the remaining balance.

4.03 **Deductible**
[As shown on Attachment A, Delta Dental will not pay Benefits for the Deductible amount of the Maximum Contract Allowance for services received each [Contract/Calendar] Year by an Enrollee. The annual maximum Deductible per family, if any, is shown in Attachment A. Only fees an Enrollee pays for covered services that are described in Attachment B will count toward the Deductible. [Any Deductible amount satisfied by the Enrollee during the last three (3) months of the [Contract/Calendar] year will be applied toward the Deductible for the following year.]

[Delta Dental will not pay Benefits for the Deductible amount shown in Attachment A of the Maximum Contract Allowance for services received until the lifetime Deductible has been satisfied by the Enrollee while covered under a Delta Dental plan. Only fees an Enrollee pays for services that are described in Attachment B will count toward the Deductible.]

4.04 **Free Choice of Provider**
Enrollees may see any Provider for covered treatment whether the Provider is a Preferred Provider or a Non-Preferred Provider.

Locating a Preferred (Delta Dental PPO) Provider
A list of Preferred Providers can be obtained at Delta Dental's website (deltadentalins.com). Providers are regularly added to or deleted from the list. Enrollees are responsible for confirming with the Provider's office that a listed Provider is still a participating Preferred Provider. Delta Dental does not guarantee that any particular Provider will be available.

Choosing a Preferred Provider
- A Preferred Provider potentially allows the greatest reduction in Enrollees' out-of-pocket expenses since this select group of Providers will provide Benefits at a charge that has been contractually agreed upon.
- Payment for Benefits performed by a Preferred Provider is based on the Maximum Contract Allowance. The Preferred Provider will accept contracted fees as payment in full for covered services and will not balance bill if there is a difference between Submitted Fees and the Delta Dental PPO Contracted Fees.
- Preferred Providers must accept assignment of Benefits, meaning these Providers will be paid directly by Delta Dental after satisfaction of the Deductible and Enrollee Coinsurance. The Enrollee does not have to pay all the dental charges while at the dental office and then submit the claim for reimbursement.
- Preferred Providers will submit Enrollees' claims to Delta Dental.

Choosing a Non-Preferred Provider
- If a Provider is a Non-Preferred Provider, the amount charged to Enrollees may be above that accepted by Preferred Providers, and Enrollees will be responsible for any balance billed amounts.
- Payment for Benefits performed by a Non-Preferred Provider is based on the Maximum Contract Allowance.
- Some Non-Preferred Providers (Premier Providers) have contracted with Delta Dental to accept an amount which may be greater than the Delta Dental PPO Contracted Fee. These providers will limit the amount of balance billing Enrollees are required to pay to the Delta

Dental Premier Contracted Fee and will also submit Enrollees' claims to Delta Dental. These providers must accept assignment of Benefits and will be paid directly by Delta Dental.

- Other Non-Preferred Providers may balance bill the Enrollee up to his/her Submitted Fee. These providers are not required to submit claims to Delta Dental and payment will be made to the Primary Enrollee.

4.05 **Coordination of Benefits**

STANDARD COB

[Delta Dental coordinates the Benefits under this Contract with an Enrollee's benefits under any other group or pre-paid plan or insurance policy designed to fully integrate with other policies. If this Contract is the "primary" plan, Delta Dental will not reduce Benefits. If this is the "secondary" plan, Delta Dental may reduce Benefits otherwise payable under this Contract so that the total benefits paid or provided by all plans do not exceed 100 percent of total allowable expense.]

NON DUPLICATION

[Delta Dental coordinates the Benefits under this Contract with an Enrollee's benefits under any other group or pre-paid plan or insurance policy designed to fully integrate with other policies. Benefits under this plan may be reduced so that combined coverage does not exceed Delta Dental's portion of the Maximum Contract Allowance. If this Contract is the "primary" plan, Delta Dental will not reduce Benefits, but if the other Plan is the primary one, Delta Dental will reduce Benefits otherwise payable under this Contract. The reduction will be the amount paid for or provided under the terms of the primary plan for covered services in Attachment A and in Attachment B.]

Order of Benefit Determination Rules:

The following rules determine which plan is the "primary" plan:

(1) The plan covering the Enrollee as an employee is primary over a plan covering the Enrollee as a dependent.

(2) The plan covering the Enrollee as an employee is primary over a plan which covers the insured person as a dependent; except that: if the insured person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
   a) Secondary to the plan covering the insured person as a dependent and
   b) Primary to the plan covering the insured person as other than a dependent (e.g. a retired employee),
   then the benefits of the plan covering the insured person as a dependent are determined before those of the plan covering that insured person as other than a dependent.

(3) Except as stated in paragraph (4), when this plan and another plan cover the same child as a dependent of different persons, called parents:
   a) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year, but
   b) If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.
   c) However, if the other plan does not have the birthday rule described above, but instead has a rule based on the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

(4) In the case of a dependent child of legally separated or divorced parents, the plan covering the Enrollee as a dependent of the parent with legal custody, or as a dependent of the custodial parent's Spouse (i.e. step-parent) will be primary over the plan covering the Enrollee as a dependent of the parent without legal custody. If there is a court decree which would otherwise establish financial responsibility for the health care expenses with respect to the child, the benefits of a plan which covers the child as a dependent of the parent with such financial responsibility will be determined before the benefits of any other policy which covers the child as a dependent child.

(5) If the specific terms of a court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in paragraph (3).]

(6) The benefits of a plan which covers an insured person as an employee who is neither laid-off nor retired are determined before those of a plan which covers that insured person as a laid-

off or retired employee. The same would hold true if an insured person is a dependent of a person covered as a retiree or an employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule (6) is ignored.

(7) If an insured person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the following will be the order of benefit determination:
   a) First, the benefits of a plan covering the insured person as an employee or Primary Enrollee (or as that insured person's dependent);
   b) Second, the benefits under the continuation coverage.
   If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

(8) If none of the above rules determine the order of benefits, the benefits of the plan which covered an employee longer are determined before those of the plan which covered that insured person for the shorter term.

(9) When determination cannot be made in accordance with the above, the benefits of a plan that is a medical plan covering dental as a benefit shall be primary to a dental-only plan.

4.06 **Clinical Examination**

Before approving a claim, Delta Dental may obtain at our own expense, to such extent as may be lawful, from any Provider, or from hospitals in which a Provider's care is provided, as often as is reasonably required during the pendency of a claim, such information and records relating to an Enrollee as Delta Dental may require to administer the claim. Delta Dental may also require that an Enrollee be examined by a dental consultant retained by Delta Dental at Delta Dental's expense in or near his/her community or residence. In the case of death, we have the right and opportunity to make an autopsy. Such information and records will be kept confidential in accordance with all applicable laws and regulations.

4.07 **Notice of Claim Forms**

Delta Dental will furnish to any Provider or Enrollee, on request, a Claim Form to make a claim for payment of Benefits. To make a claim, the Claim Form must be completed and signed by the Provider who performed the services and by the Enrollee (or the parent or guardian of a minor) and submitted to Delta Dental at the address shown thereon. If Delta Dental does not furnish the Claim Form within 15 days after requested by a Provider or Enrollee, the requirements for proof of loss set forth in section [4.09] of this Contract will be deemed to have been complied with upon the submission to Delta Dental within the time established in said section for filing proof of loss, of written proof covering the occurrence, the character and the extent of the loss for which claim is made. Enrollees and Providers may download a Claim Form from Delta Dental's website.

4.08 **Pre-Treatment Estimate**

A Provider may file a Claim Form before treatment, showing the services to be provided to an Enrollee. Delta Dental will estimate the amount of Benefits payable under this Contract for the listed services. Benefits will be processed according to the terms of this Contract when the treatment is performed. Pre-Treatment Estimates are valid for 365 days unless other services are received after the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:

- the date this Contract terminates;
- the date Benefits under this Contract are amended if services in the Pre-Treatment Estimate are part of the amendment;
- the date the Enrollee's coverage ends; or
- the date the Provider's agreement with Delta Dental ends.

4.09 **Written Notice of Claim/Proof of Loss**

Delta Dental must be given a written notice of claim, sometimes referred to as a written proof of loss, within 12 months after the date of the loss and must include information regarding other group coverage if applicable. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one (1) year from such time (unless the claimant was legally incapacitated).

All written proof of loss must be given to Delta Dental within 12 months of the termination of this Contract.

4.10 **Time of Payment**
Claims payable under this Contract for any loss other than for which this Contract provides any periodic payment will be paid no later than 15 working days after written proof of loss is received. Delta Dental will notify the Primary Enrollee and his/her Provider of any additional information needed to process the claim within this 15 working day period.

Claims not processed as stated above are subject to a charge of 12 percent interest per annum. Subject to due written proof of loss, all accrued indemnities for loss for which this Contract provides periodic payment will be paid monthly and any balance remaining upon the termination of liability will be paid immediately upon receipt of due written proof.

4.11 **Claims Appeal**
Delta Dental will notify the Enrollee and his/her Provider if Benefits are denied for services submitted on a Claim Form, in whole or in part, stating the reason(s) for denial. The Enrollee has at least 180 days after receiving a notice of denial to request a grievance by writing to Delta Dental giving reasons why they believe the denial was wrong. The Enrollee and his/her Provider may also ask Delta Dental to examine any additional information provided that may support the grievance.

Send your grievance to Delta Dental at the address shown below:

Delta Dental Insurance Company
P.O Box 1809
Alpharetta, GA 30023

Delta Dental will send the Enrollee a written acknowledgment within five (5) days upon receipt of the grievance. Delta Dental will make a full and fair review and may ask for more documents during this review if needed. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgment in applying the terms of this Contract, Delta Dental shall consult with a dentist who has appropriate training and experience. The review will be conducted for us by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. Delta Dental will send the Enrollee a decision within 30 days after receipt of the Enrollee's grievance.

If the Enrollee believes he/she needs further review of their grievance, he/she may contact his/her state regulatory agency if applicable. If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Enrollee may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a civil action under Section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration (EBSA), 200 Constitution Avenue, N.W. Washington, D.C. 20210.

4.12 **To Whom Benefits Are Paid**
Payment for services provided by a Preferred Provider will be made directly to the Provider. Any other payments provided by this Contract will be made to the Primary Enrollee unless the Primary Enrollee requests when filing proof of loss that the payment be made directly to the Provider providing the services. All Benefits not paid to the Provider will be payable to the Primary Enrollee, to his/her estate, or to an alternate recipient as directed by court order except that if the person is a minor or otherwise not competent to give a valid release, Benefits may be payable to his/her parent, guardian or other person actually supporting him/her.

4.13 No change in Benefits will become effective during a Contract Term unless Contractholder and Delta Dental agree in writing.

ARTICLE 5 - GENERAL PROVISIONS

5.01 **Entire Contract: Changes**

This Contract, including the attachments listed in Article 7, is the entire agreement between the parties. No agent has authority to change this Contract or waive any of its provisions. No change in this Contract will be valid unless approved by an executive officer of Delta Dental.

5.02 **Severability**
If any part of this Contract or an amendment of it is found by a court or other authority to be illegal, void or not enforceable, all other portions of this Contract will remain in full force and effect.

5.03 **Conformity with Prevailing Laws**
All legal questions about this Contract will be governed by the state of Georgia where this Contract was entered into and is to be performed. Any part of this Contract which conflicts with the laws of Georgia or federal law is hereby amended to conform to the minimum requirements of such laws.

5.04 **Misstatements on Application: Effect**
In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of this Contract, all statements made by the Contractholder will be deemed representations and not warranties. No such statement will be used in defense to a claim under this Contract, unless it is contained in a written instrument signed by the Contractholder, a copy of which has been furnished to such Contractholder.

5.05 **Legal Actions**
No action at law or in equity will be brought to recover on this Contract before 60 days after written proof of loss has been filed in accordance with requirements of this Contract; nor will an action be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

5.06 **Not in Lieu of Workers' Compensation**
This Contract is not in lieu of and does not affect any requirements for coverage by workers' compensation insurance.

5.07 **Certificate of Insurance**
[Delta Dental will issue to the Contractholder an electronic file containing a certificate/Evidence of Coverage booklet summarizing the Benefits to which Enrollees are entitled and to whom Benefits are payable. Each Primary Enrollee will have electronic access to the certificate. Delta Dental will also furnish a hard copy to a Primary Enrollee or the Contractholder upon request.] The certificate is not assignable and the Benefits are not assignable prior to a claim. If any amendment to this Contract will materially affect any Benefits described in the certificate, new certificates or amendments showing the change will be issued.

5.07 **Certificate of Insurance**
Delta Dental will issue to the Contractholder for delivery to each Primary Enrollee a certificate/Evidence of Coverage booklet summarizing the Benefits to which they are entitled and to whom Benefits are payable.] The certificate is not assignable and the Benefits are not assignable prior to a claim. If any amendment to this Contract will materially affect any Benefits described in the certificate, new certificates or amendments showing the change will be issued.

5.08 **Publications About Program**
Contractholder and Delta Dental agree to consult as is reasonably practical on all material published or distributed about this Contract. No material will be published or distributed which conflicts with the terms of this Contract.

5.09 **Provider Relationships**
Contractholder and Delta Dental agree to permit and encourage the professional relationship between Provider and Enrollee to be maintained without interference. Any PPO, Premier or Non-Delta Dental Provider, including any Provider or employee associated with or employed by them, who provides dental services to Enrollees does so as an independent contractor and shall be solely responsible for dental advice and for performance of dental services, or lack thereof, to the Enrollee.

5.10 **Notice: Where Directed**
All formal notices under this Contract must be in writing and sent by email, facsimile (fax), first-class United States mail, overnight delivery service or personal delivery. Notice by United States mail will be effective 48 hours after mailing with fully pre-paid postage.

Contractholder shall designate in writing on the application a representative for purposes of receiving notices from Delta Dental under this Contract. Contractholder may change its representative at any time with 30 days written notice to Delta Dental. The Contractholder's representative shall disseminate notices to the Enrollees within 30 days of receipt.

5.11 **Indemnification**
Contractholder will indemnify, defend and hold harmless Delta Dental, its directors, officers, employees, agents and affiliated companies against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Contractholder's negligent performance or non-performance of its obligations under this Agreement.

Delta Dental will indemnify, defend and hold harmless Contractholder and its employees and agents, against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Delta Dental's negligent performance or non-performance of its obligations under this Agreement.]

5.12 **Time Limit on Certain Defenses**
After this Contract has been in force for three (3) years from the Effective Date, no statement made by the Contractholder will be used to void this Contract. No statement by an Enrollee with respect to the Enrollee's insurability, will be used to reduce or deny a claim or contest the validity of insurance for such Enrollee after that person's coverage has been in effect three (3) years or more during his or her lifetime.

5.13 **Compliance with Administrative Simplification, Security and Privacy Regulations**
Contractholder and Delta Dental shall comply in all respects with applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information including executing a Business Associate Addendum as required by Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Contractholder and Delta Dental agree that this Contract shall incorporate terms as necessary and as applicable to execute the required agreements (i.e. business associate agreement) to comply with federal regulations issued under the HIPAA, HITECH Act or to comply with any other enacted administrative simplifications, security or privacy laws or regulations.

5.14 **Impossibility of Performance**
Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in performance arising out of causes beyond its reasonable control. Such causes are strictly limited to include acts of God or of a public enemy, explosion, fires, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this paragraph, provided that the party whose performance is affected notifies the other promptly of the existence and nature of the delay.

5.15 **Third Party Administrator ("TPA")**
Delta Dental may use the services of a TPA, duly registered under applicable state law, to provide services under this Contract. Any TPA providing such services or receiving such information shall enter into a separate Business Associate Agreement with Delta Dental providing that the TPA shall meet HIPAA and HITECH requirements for the preservation of protected health information of Enrollees.

5.16 **Holding Company**
Delta Dental is a member of the Insurance Holding Company System of Delta Dental of California (the "Enterprise"). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements, and it is expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentiality and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.

5.17 **Mutual Confidentiality**
Contractholder and Delta Dental agree to maintain confidential information using the same degree of care (which shall be no less than reasonable care) as each uses to protect its own confidential information of a similar nature and to use confidential information only for specified purposes. Confidential information includes any information which the owner deems confidential, whether marked as confidential or otherwise clearly identifiable as confidential and includes information not generally known by the public or by parties which are competitive with or otherwise in an industry, trade or business similar to the owner of the confidential information. The recipient of confidential information shall notify the owner of any unauthorized disclosure or breach of confidentiality as soon as possible after discovery and without unreasonable delay.

5.18 **Trademarks: Service Marks**
Unless specifically allowed in this Contract, neither party shall use the name, trademarks, service marks or other proprietary branding of the other party without the advance written approval of the other party.

5.19 **Non-Discrimination**
Delta Dental complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Delta Dental does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Delta Dental's Customer Service Center at 800-471-0236.

If you believe that Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance electronically online, over the phone with a Customer Service representative, or by mail.

Delta Dental
P.O. Box 997330
Sacramento, CA 95899-7330
Telephone Number: 800-471-0236
Website Address: deltadentalins.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

ARTICLE 6 - TERMINATION AND RENEWAL

6.01 This Contract may be terminated only as follows:

- By Delta Dental,
  (1) upon 60 days written notice if Contractholder fails to furnish Delta Dental a list of all Enrollees as required under section 2.01; or
  (2) upon 60 days written notice if Contractholder fails to permit Delta Dental to inspect Contractholder's records as called for under section 2.02; or
  (3) upon 31 days written notice if Contractholder fails to pay Premiums, in the amount and manner required by Article 3.
- By Delta Dental, with 60 days written notice if the Contractholder reports fewer than the Minimum Number of Primary Enrollees shown in Attachment C for three (3) consecutive months.
- By Delta Dental at the end of a Contract Term upon 60 days written notice.

6.02 If this Contract terminates under section 6.01 first and/or second bullet, Contractholder may become obligated upon termination to pay Delta Dental for that portion of the monthly Premium which constitutes for the current Contract Term Delta Dental's direct costs of administering this Contract multiplied by the remaining number of months from the date of termination to the expiration of the current Contract Term, but the amount will not exceed 25% of the total Premium for the entire Contract Term.

6.03 If Contractholder notifies Delta Dental that it intends to terminate this Contract upon less than 60 days notice, section 6.02 will apply as if Delta Dental terminated this Contract under Section 6.01 first and/or second bullet.

6.04 Delta Dental will not be required to do Pre-Treatment Estimates if this Contract is terminated for any cause nor will Delta Dental be required to pay for services performed beyond the termination date except for completion of Single Procedures commenced while this Contract was in effect as stated in Section [2.07].

6.05 Delta Dental will provide [60] days advance written renewal notice prior to the end of the initial or any subsequent Contract Terms indicating if Premiums and/or Benefits will remain the same or change. The Contractholder's payment of the Premium indicated in the renewal notice for the new Contract Term will signify the Contractholder's acceptance of the renewal. If the Contractholder fails to provide written notification to Delta Dental of non-renewal by the date indicated in the renewal letter and/or does not pay the Premiums indicated in the renewal notice with the new Contract Term, Delta Dental will terminate this Contract under section 6.01 first bullet, item (3).

ARTICLE 7 - ATTACHMENTS

These documents are attached to this Contract and made a part of it:
Attachment A Deductibles, Maximums and Contract Benefit Levels
[Attachment A-[1] Table of Allowances/Maximum Enhancement]
Attachment B Services, Limitations and Exclusions
Attachment C Group Variables

OHCA Contract Notice for Fully Insured Groups

Delta Dental Insurance Company ("Delta Dental") and the fully insured Group Health Plan ("Contractholder") participate in an Organized Health Care Arrangement (as defined in 45 Code of Federal Regulations (C.F.R.) §164.501) ("OHCA"). The Contractholder hereby certifies that:

- The Contractholder will treat all PHI in accordance with the standards of the HIPAA Privacy Rules and update its plan documents to reflect that it will limit access to PHI to those employees and authorized representatives of the Contractholder whose access is necessary to perform the plan administration functions permitted under the HIPAA Privacy Rules and that PHI will not be used in the context of other benefit plans or in employment-related decisions.

- In order for PHI beyond summary health information to be disclosed, the fully insured Contractholder must: (1) provide a signed attestation that their plan documents have been amended to comply with the applicable HIPAA privacy administrative safeguard provisions; (2) have issued a HIPAA compliant privacy notice; and (3) provide individuals with the right to access, review, amend, and receive an accounting of disclosures.

- PHI requested is the minimum necessary for the Contractholder to perform its health care operations and/or payment activities related to the Contract herein.

- If Delta Dental is directed to release PHI to a third party, the third party has a HIPAA compliant BAA with the Contractholder.

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

(a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

(a) *Conditions for use*. In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

(1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations*. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

(k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), which, as of the effective date stated herein, replaces the Agreement that was effective as of January 1, 2019 is entered into by and between Augusta-Richmond County ("Employer") and Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. dba Anthem Blue Cross and Blue Shield ("Anthem") and is effective as of January 1, 2023 upon the following terms and conditions:

1. Employer is the sponsor of a self-funded Group Health Plan (as defined below) providing, among other things, health care benefits to certain eligible employees and their qualified dependents.

2. Employer desires to retain Anthem as an independent contractor to administer certain elements of Employer's Group Health Plan.

3. Anthem desires to administer certain elements of Employer's Group Health Plan pursuant to the terms of this Agreement.

In consideration of the promises and the mutual covenants contained in this Agreement, Anthem and Employer (the "Party" or "Parties" as appropriate) agree as follows:

ARTICLE 1 - DEFINITIONS

For purposes of this Agreement and any amendments, attachments or schedules to this Agreement, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent:

ADMINISTRATIVE SERVICES FEES. The amount payable to Anthem in consideration of its administrative services and operating expenses as indicated in Section 3 of Schedule A, excluding any cost for stop loss insurance coverage or any other policy of insurance, if applicable. All additional charges not included in the Administrative Services Fees are specified elsewhere in this Agreement.

AGREEMENT PERIOD. The period of time indicated in Section 1 of Schedule A.

ANTHEM AFFILIATE. An entity controlling, under common control with or controlled by Anthem.

BENEFITS BOOKLET. A description of the portion of the health care benefits provided under the Plan that is administered by Anthem.

BILLED CHARGES. The amount that appears on a Member's Claim form (or other written notification acceptable to Anthem that Covered Services have been provided) as the Provider's charge for the services rendered to a Member, without any adjustment or reduction and irrespective of any applicable reimbursement arrangement with the Provider.

BLUE CROSS BLUE SHIELD ASSOCIATION ("BCBSA"). An association of independent Blue Cross and Blue Shield companies.

CLAIM. Written or electronic notice of a request for reimbursement of any health care service or supply on a form acceptable to Anthem.

CLAIMS RUNOUT SERVICES. Processing and payment of Claims that are incurred but unreported and/or unpaid as of the date this Agreement terminates.

CONSOLIDATED APPROPRIATIONS ACT ("CAA"). The Consolidated Appropriations Act of 2021 (42 USC 300gg, et seq. and 29 USC 1185, et seq.), as amended, and regulations promulgated thereunder.

COVERED SERVICE. Any health care service or supply rendered to Members for which benefits are eligible for reimbursement pursuant to the terms of the applicable Benefits Booklet.

EMPLOYER AFFILIATES. Companies affiliated with Employer that are participating in the Plan and which, along with the Employer constitute a single "control group" as that term is used in the Internal Revenue Code.

GROUP HEALTH PLAN OR PLAN. An employee welfare benefit plan established by the Employer, in effect as of the Effective Date, as described in the Plan Documents, as they may be amended from time to time.

INTER-PLAN ARRANGEMENTS. Blue Cross and Blue Shield Association programs, including the BlueCard Program, where Anthem can process certain Claims for Covered Services received by Members, which may include accessing the reimbursement arrangement of a Provider that has contracted with another Blue Cross and/or Blue Shield plan.

INVOICE DUE DATE. The date on the invoice provided to Employer indicating when payment is due. For self-billing, the Invoice Due Date is the date on which payment is due.

MEMBER. The individuals, including the Subscriber and his/her dependents, as defined in the Benefits Booklet, who have satisfied the Plan eligibility requirements of Employer, applied for coverage, and been enrolled for Plan benefits.

NETWORK PROVIDER. A physician, health professional, hospital, pharmacy, or other individual, organization and/or facility that has entered into a contract, either directly or indirectly, with Anthem to provide Covered Services to Members through negotiated reimbursement arrangements.

PAID CLAIM. The amount charged to Employer for Covered Services or services provided during the term of this Agreement and any Claims Runout Period. Paid Claims may also include any applicable surcharges assessed by a state or government agency and any applicable interest paid. In addition, Paid Claims shall be determined as follows:

1. Provider and Vendor Claims. Except as otherwise provided in this Agreement, Paid Claims shall mean the amount Anthem actually pays the Provider or Vendor without regard to: (i) whether Anthem reimburses such Provider or Vendor on a percentage of charges basis, a fixed payment basis, a global fee basis, single case rate, or other reimbursement methodology; (ii) whether such amount is more or less than the Provider's or Vendor's actual Billed Charges for a particular service or supply; or (iii) whether such payments are increased or decreased by the Provider's or Vendor's achievement of, or failure to achieve, certain specified goals, outcomes or standards adopted by Anthem.

2. This provision is intentionally removed.

3. Payment Innovation Programs. If a Provider or Vendor participates in any Anthem payment innovation program, excluding any programs described in paragraph 1 of this provision, in which performance incentives, rewards or bonuses are paid based on the achievement of cost, quality, efficiency, or service standards or metrics adopted by Anthem ("Payment Innovation Programs"), Paid Claims shall also include the amount of such payments to Providers or Vendors for these Payment Innovation Programs. Such payments may be charged to Employer on a per Claim, lump sum, per Subscriber, or per Member basis and shall be based on Anthem's predetermined methodology for such Payment Innovation Program, as may be amended from time to time. The total monies charged in advance to fund a Payment Innovation Program shall be actuarially determined as the amount necessary to fund the expected payments attributable to the Payment Innovation Program. Prior to its implementation, Anthem shall provide Employer with a description of the Payment Innovation Program, the methodology that will be utilized to charge the Employer, and any reconciliation process performed in connection with such program. Payments to Providers or Vendors under these Payment Innovation Programs shall not impact Member cost shares.

4. Fees Paid To Manage And/Or Coordinate Care Or Costs. Paid Claims may also include fees paid to Providers or Vendors for managing and/or coordinating the care or cost of care for designated Members.

5. Claims Payment Pursuant to any Judgment, Settlement, Legal or Administrative Proceeding. Paid Claims shall include any Claim amount paid as the result of a settlement, judgment, or legal, regulatory or administrative proceeding brought against the Plan and/or Anthem, or otherwise agreed to by Anthem, with respect to the decisions made by Anthem regarding the coverage of or amounts paid for services under the terms of the Plan. Paid Claims also includes any amount paid as a result of dispute resolution procedures. Any Claims paid pursuant to this provision will count towards any stop loss accumulators under a stop loss agreement with Anthem.

6. Claims Payment Pursuant To Inter-Plan Arrangements And Other BCBSA Programs. Paid Claims shall include any amount paid for Covered Services that are processed through Inter-Plan Arrangements or for any amounts paid for Covered Services provided through another BCBSA program (e.g., BCBSA Blue Distinction Centers for Transplant). More information about Inter-Plan Arrangements is found in the Inter-Plan Arrangements Schedule of this Agreement.

7. Claims Payment Pursuant To A Consumer Directed Health Plan Account. If applicable to Plan benefits and as indicated on Schedule A or B of this Agreement, Paid Claims shall include any amount actually paid by Anthem from a consumer directed health plan account, such as a health reimbursement account or a health incentive account.

PLAN DOCUMENTS. The documents that set forth the terms of the Plan, and which include the Benefits Booklet.

PROPRIETARY INFORMATION AND CONFIDENTIAL INFORMATION. Employer's Proprietary Information is information about the systems, procedures, methodologies and practices used by Employer to run its operations and the Plan and other non-public information about Employer. Anthem's Proprietary Information is non-public, trade secret, commercially valuable, or competitively sensitive information, or other material and information relating to the products, business, or activities of Anthem or an Anthem Affiliate, including but not limited to: (1) information about Anthem's Provider networks, Provider negotiated fees, Provider discounts, and Provider contract terms; (2) information about the systems, procedures, methodologies, and practices used by Anthem and Anthem Affiliates in performing their services such as underwriting, Claims processing, Claims payment, and health care management activities; and (3) combinations of data elements that could enable information of this kind to be derived or calculated. Anthem's Confidential Information is information that Anthem or an Anthem Affiliate is obligated by law or contract to protect, including but not limited to: (1) Social Security numbers; (2) Provider tax identification numbers (TINs); (3) National Provider Identification Numbers (NPIs); (4) Provider names, Provider addresses, and other identifying information about Providers; and (5) drug enforcement administration (DEA) numbers, pharmacy numbers, and other identifying information about pharmacies.

PROVIDER. A duly licensed physician, health professional, hospital, pharmacy or other individual, organization and/or facility that provides health services or supplies within the scope of an applicable license and/or certification and meets any other requirements set forth in the Benefits Booklet.

SUBSCRIBER. An employee or retiree of Employer or other eligible person (other than a dependent) who is enrolled in the Plan.

VENDOR. A person or entity other than a Provider, including an Anthem Affiliate, that provides services or supplies pursuant to a contract with Anthem.

ARTICLE 2 - ADMINISTRATIVE SERVICES PROVIDED BY ANTHEM

a. Anthem shall process the enrollment of eligible individuals and termination of Members as directed by the Employer subject to the provisions of this Agreement. Anthem shall, with the assistance of Employer, respond to direct routine inquiries made to it by employees and other persons concerning eligibility in the Plan.

b. Anthem shall perform the following Claims administrative services:

   1. Process Claims with a Claims Incurred Date indicated in Section 1 of Schedule A and provide customer service, including investigating and reviewing such Claims to determine what amount, if any, is due and payable according to the terms and conditions of the Benefits Booklet and this Agreement. Anthem shall perform coordination of benefits ("COB") with other payors, including Medicare. In processing Claims, Anthem shall utilize Anthem's medical policies and medical policy exception process, its definition of medical necessity, its precertification and/or preauthorization policies, Provider contract requirements and applicable Claim timely filing limits.

   2. Disburse to the applicable individuals or entities (including Providers and Vendors) payments that it determines to be due according to the provisions of the Benefits Booklet.

   3. Provide notice in writing when a Claim for benefits has been denied which notice shall set forth the reasons for the denial and the right to a full and fair review of the denial under the terms of the Benefits Booklet and shall otherwise satisfy applicable regulatory requirements governing the notice of a denied Claim.

   4. Administration of independent dispute resolution processes for non-Network Provider Claims (including non-network air ambulance Provider Claims) as set forth under the Consolidated Appropriations Act if listed in Schedule A for the fee set forth in Section 3.C of Schedule A. Employer agrees to promptly notify Anthem if an independent dispute resolution request is received. Failure to promptly notify Anthem may impact independent dispute resolution processes.

c. Employer delegates to Anthem fiduciary authority to determine claims for benefits under the Plan as well as the authority to act as the appropriate fiduciary to determine appeals of any adverse benefit determinations under the Plan. Anthem shall administer complaints, appeals and requests for independent review according to Anthem's complaint and appeals policy, and any applicable law or regulation unless otherwise provided in the Benefits Booklet. In carrying out this authority, Anthem is delegated full discretion to determine eligibility for benefits under the Plan and to interpret the terms of the Plan. Anthem shall be deemed to have properly exercised such authority unless a Member proves that Anthem has abused its discretion or that its decision is arbitrary and capricious. Anthem is a fiduciary of the Plan only to the extent necessary to perform its obligations and duties as expressed in this Agreement and only to the extent that its performance of such actions constitutes fiduciary action. Anthem shall have no fiduciary responsibility in connection with any other element of the administration of the Plan. Anthem shall not act as the administrator of the Plan nor shall it have any fiduciary responsibility in connection with any other element of the administration of the Plan. Anthem shall charge Employer the fee described in Section 3.C of Schedule A for any independent review conducted pursuant to this provision.

d. Anthem shall have the authority, in its discretion, to institute from time to time, utilization management, case management, disease management or wellness pilot initiatives in certain designated geographic areas. These pilot initiatives are part of Anthem's ongoing effort to find innovative ways to make available high quality and more affordable healthcare services. A pilot initiative may affect some, but not all Members under the Plan. These programs will not result in the payment of benefits which are not provided in the applicable Benefits Booklet, unless otherwise agreed to by the Employer. Anthem reserves the right to discontinue a pilot initiative at any time without advance notice to Employer.

e. Anthem shall perform Claims prepayment analysis and recovery services as provided in Articles 4 and 13.

f. Anthem shall issue identification cards to Subscribers and/or Members, as applicable, and the content and design of the identification cards shall comply with BCBSA regulations.

g. Employer authorizes Anthem to use relevant Employer Claims and eligibility data to offer Medicare products as a replacement of Employer's Group Health Plan for Members.

h. Anthem shall provide Members and potential Members access to an online directory of Providers contracted with Anthem ("Provider Directories"). Members may also contact customer service for a listing of applicable Network Providers. Additionally, if applicable to Plan benefits, Anthem shall ensure that Members and potential Members have access to the BlueCard directory of Providers via a website sponsored by BCBSA.

i. Anthem reserves the right to make benefit payments to either Providers or Members at its discretion. Employer agrees that the terms of the Plan will include provisions for supporting such discretion in determining the direction of payment including, but not limited to, a provision prohibiting Members from assigning their rights to receive benefit payments, unless otherwise prohibited by applicable law.

j. If applicable to the Plan benefits and as indicated in Schedule A or B of this Agreement, Anthem may provide or arrange for the provision of the following managed care services:

    1. Conduct medical necessity review, utilization review, and a referral process, which may include, but is not limited to: (a) preadmission review to evaluate and determine the medical necessity of an admission or procedure and the appropriate level of care, and for an inpatient admission, to authorize an initial length of stay; (b) concurrent review throughout the course of the inpatient admission for authorization of additional days of care as warranted by the patient's medical condition; (c) retrospective review; and (d) authorizing a referral to a non-Network Provider. Anthem shall have the authority to waive a requirement if, in Anthem's discretion, such exception is in the best interest of the Member or the Plan, or is in furtherance of the provision of cost effective services under this Agreement.

    2. Perform case management to identify short and long term treatment programs in cases of severe or chronic illness or injury.

    3. Provide access to a specialty network of Providers if the Plan includes a specialty network. Anthem reserves the right to establish specialty networks for certain specialty or referral care.

    4. Provide any other managed care services incident to or necessary for the performance of the services set forth in this Article 2.

k. If applicable to the Plan benefits and as indicated in Schedule A or B of this Agreement, Anthem shall offer wellness programs and other programs to help Employer effectively manage the cost of care, and Employer shall pay fees for the programs selected by Employer only if such fees are indicated in Section 3(B) of Schedule A. Employer shall abide by all applicable policies and procedures of the programs selected, which may require Employer to provide requested information prior to Anthem initiating the service.

l. On behalf of Employer, Anthem shall produce and maintain a master copy of the Benefits Booklet and make changes and amendments to the master copy of the Benefits Booklet and incorporate any approved changes or amendments pursuant to Article 18(a) of this Agreement. Employer shall determine, in its sole discretion, whether Anthem has accurately produced the Benefits Booklet and has fully implemented the approved changes or amendments. Until Employer has approved the Benefits Booklet, Anthem will administer the quoted benefits according to Anthem's most similar standard Benefits Booklet language.

m. Anthem will provide Employer with Plan data and assistance necessary for preparation of the Plan's information returns and forms required by federal or state laws. Anthem shall prepare and mail all IRS Form 1099's and any other similar form that is given to Providers or brokers.

n. Anthem shall administer unclaimed funds associated with Paid Claims that are not processed through Inter-Plan Arrangements pursuant to unclaimed property or escheat laws and shall make any required payment and file any required reports under such laws. Inter-Plan Arrangement Paid Claims are processed according to the Host Blue's procedures and may be escheated to the state.

o. Unless otherwise agreed to by the Parties and specified in the Benefits Booklet, Anthem's standard policies and procedures, as well as Provider contracts, as they may be amended from time to time, will be used in the provision of services specified in this Agreement. In the event of any conflict between this Agreement and any of Anthem's policies and procedures, this Agreement will govern. In the event of any conflict between this Agreement and the Provider contracts, the Provider contracts will govern the rights and obligations as between the Parties and Providers.

p. This provision is intentionally omitted.

q. Select state laws require Employers to finance health related initiatives through residency-based assessments and/or surcharges added to certain Paid Claims. After Employer completes any applicable forms, Anthem shall make all assessment and/or surcharge payments on behalf of Employer to the appropriate pools administered by the respective states, based primarily upon Anthem's Paid Claims information and Member information provided to Anthem by Employer. Examples of such assessments and surcharges include, but are not limited to, the Massachusetts Health Safety Net Trust Fund, the New York Health Care Reform Act and the Michigan Health Insurance Claims Assessment Act.

r. Anthem shall provide required notices describing Member's rights under the Women's Health and Cancer Rights Act (WHCRA) upon a Member's enrollment and at least annually thereafter.

s. Anthem shall have the authority, in its sole discretion, to build and maintain its Provider network on its own behalf. In building and maintaining its Provider network, Anthem is not acting on behalf of or as an agent for any employer or member. Nothing in this Agreement shall be interpreted to require Anthem to maintain negotiated fees or reimbursement arrangements or other relationships with certain Providers or Vendors or to negotiate on behalf of or for the benefit of Employer or Employer's Members. Anthem will be solely responsible for acting as a liaison with Providers including, but not limited to, responding to Provider inquiries, negotiating contract language and negotiating rates with Providers or auditing Providers, and Employer agrees that it will be governed by the terms and conditions of these agreements.

t. If a catastrophic event (whether weather-related, caused by a natural disaster, or caused by war, terrorism, or similar event) occurs that affects Members in one or more locations, and such catastrophic event prevents or interferes with Anthem's ability to conduct its normal business with respect to such Members or prevents or interferes with Members' ability to access their benefits, Anthem shall have the right, without first seeking consent from Employer, to take reasonable and necessary steps to process Claims and provide managed care services in a manner that may be inconsistent with the Benefits Booklet in order to minimize the effect such catastrophic event has on Members. As soon as practicable after a catastrophic event, Anthem shall report its actions to Employer. Employer shall reimburse Anthem for amounts paid in good faith under the circumstances and such amounts shall constitute Paid Claims, even if the charges incurred were not for services otherwise covered under the Benefits Booklet.

u. Anthem shall submit any claim that is required to be filed under any stop loss policy issued by Anthem or an Anthem Affiliate. Anthem shall have no obligation to prepare or file any claim for excess risk or stop loss coverage under a policy not issued by Anthem or an Anthem Affiliate. Anthem shall provide Employer with Claims data pursuant to Article 11 of this Agreement if Employer chooses to file a claim under a stop loss policy issued by an entity other than Anthem or an Anthem Affiliate. Anthem shall assume no liability or responsibility to Employer if an unaffiliated stop loss carrier determines that a stop loss claim is not covered for any reason.

v. This provision is intentionally omitted.

w. If a Member is a Massachusetts resident, Anthem shall mail the Member any notices required by the Massachusetts Health Care Reform Act ("HCRA") reflecting coverage during the current and prior Agreement Period. If a Member works in Massachusetts for Employer, but resides in another State, Anthem will only provide such notices if Employer notifies Anthem at least 60 days prior to any notice deadline imposed by HCRA that such Member requires the HCRA notices.

x. Anthem is the responsible reporting entity ("RRE") for the Plan as that term is defined pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007. In order to fulfill its RRE obligation, Anthem requires information from the Employer, including, but not limited to, Member Social Security Numbers. Employer shall cooperate with Anthem and timely respond to any request for information made by Anthem.

y. Anthem will provide Employer with Plan information and assistance necessary for the preparation of the Plan's Summary of Benefits and Coverage ("SBC") related to the elements of the Plan that Anthem administers. Employer is solely responsible for ensuring that the SBC accurately reflects the benefits Employer will offer and for finalizing and distributing the SBC to Subscribers. Notwithstanding the provisions in Article 18(a), if Employer's open enrollment period is at a time other than 30 days prior to the end of an Agreement Period, Employer agrees to provide Anthem with any changes to the benefits Anthem administers at least 60 days prior to the start of the open enrollment period.

z. Anthem generally receives Member telephone numbers from Employer through enrollment files or the online employer access portal. Telephone numbers are provided directly to Employer by Members with the understanding that Anthem may contact them, and Employer does not obtain telephone numbers through a service or a third party. Anthem may contact Members by telephone for clinical purposes, benefit related issues or to perform services under the Agreement. Telephone numbers may be updated periodically by Members, and Anthem will honor do not call requests. With regard to Anthem's use of Member telephone numbers, Employer agrees to retain Member enrollment records for a period of at least 4 years or as otherwise set forth in the Telephone Consumer Protection Act and, upon request, will provide such records to Anthem in a timely manner.

aa. Anthem shall provide reporting as indicated in Schedule B to assist with compliance under the Consolidated Appropriations Act.

ARTICLE 3 - OBLIGATIONS OF EMPLOYER

a. Employer shall furnish to Anthem initial eligibility information regarding Members. Employer is responsible for determining eligibility of individuals and advising Anthem in a timely manner, through a method agreed upon by the Parties, as to which employees, dependents, and other individuals are to be enrolled Members. Anthem reserves the right to limit the effective date of retroactive enrollment as indicated in Schedule A. Such retroactive enrollments shall be subject to Anthem's receipt of any applicable fees as indicated in Section 3 of Schedule A. Employer shall keep such records and furnish to Anthem such notification and other information as may be required by Anthem for the purpose of enrolling Members, processing terminations, effecting COBRA coverage elections, effecting changes in single or family coverage status, effecting changes due to a Member becoming eligible or ineligible for Medicare, effecting changes due to a leave of absence, or for any other purpose reasonably related to the administration of eligibility under this Agreement. Employer acknowledges that prompt and complete furnishing of the required eligibility information is essential to the timely, accurate, and efficient processing of Claims.

Employer shall notify Anthem on at least a monthly basis of the Subscribers, dependents, or other individuals that will be or have become ineligible for benefits under the Plan. Upon receipt of such notice, Anthem shall terminate coverage in accordance with the Benefits Booklet. Employer shall give Anthem advance notice, if possible, of any Member's expected termination and/or retirement. Anthem reserves the right to limit retroactive terminations as indicated in Schedule A. Anthem shall credit Employer applicable fee for such retroactive terminations as indicated in Section 3 of Schedule A.

If Anthem has paid Claims for persons no longer eligible, then Employer shall reimburse Anthem for all unrecovered Paid Claim amounts to the extent that the amounts have not already been paid by Employer and to the extent recoupment of such amounts has not been obtained by Anthem.

b. Employer has all discretionary authority and control over the management of the Plan, and all discretionary authority and responsibility for the administration of the Plan except as delegated to Anthem in Article 2(c) of this Agreement. Employer retains all final authority and responsibility for the Plan and its operation and Anthem is empowered to act on behalf of Employer in connection with the Plan only as expressly stated in this Agreement or as otherwise agreed to by the Parties in writing. Employer shall provide Anthem with timely, accurate and complete information necessary for any services administered by Anthem. Employer or its designee shall provide Anthem with timely, accurate and complete information necessary for any Anthem obligation under the Agreement.

c. It is understood and agreed that the provision of any notice, election form, or communication and the collection of any applicable premium or fees required by or associated with Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), or any other applicable law governing continuation of health care coverage, shall be the sole responsibility of Employer and not Anthem, except as otherwise agreed to in a written agreement between the Parties.

d. Employer is solely responsible for compliance with the Family and Medical Leave Act ("FMLA") and, to the extent applicable to Employers' wellness program(s), for compliance with the Americans with Disabilities Act, the Internal Revenue Code, federal and state nondiscrimination laws, and other federal and state laws and regulations governing wellness programs.

e. Employer agrees to and shall collect those contributions from Subscribers that are required by Employer for participation in the Plan. If Employer elects Anthem's stop loss coverage, Employer shall abide by Anthem's participation and contribution guidelines.

f. Unless otherwise agreed to by the Parties in writing, Employer shall prepare and distribute all notices or summaries of changes or material modifications to the Plan. Employer shall ensure that if it creates any documents that refer to benefits offered under the Plan, the documents will accurately reflect the terms of the Benefits Booklet.

g. To the extent that Medicare, Medicaid, the Veterans Administration or any other federal or state agency or entity asserts a reimbursement right against Employer, the Plan, or Anthem pursuant to that agency's or entity's rights under applicable law with respect to Claims processed by Anthem under this Agreement, the Employer shall be responsible for reimbursing Anthem any such amounts determined to be owed.

h. Employer shall give notice to Anthem of the expected occurrence of any of the following events (including a description of the event), with such notice to be given at least 30 days prior to the effective date of the event, unless such advance notice is prohibited by law or contract in which case, notice will be provided as soon as practicable:

    1. Change of Employer's name; or

    2. The sale or other transfer of all or substantially all of the assets of either Employer or any Employer Affiliates or the sale or other transfer of the equity of Employer or any Employer Affiliates, or;

    3. Any bankruptcy, receivership, insolvency or inability of Employer to pay its debts as they become due.

i. The Employer shall have the sole responsibility, in accordance with state or federal law, to develop procedures for determining whether a medical child support order is a "qualified" medical child support order. The Employer shall provide notice to Anthem once it has made such determination.

j. The Employer may request Anthem, on an exception basis, to process and pay Claims that were denied by Anthem or take other actions with respect to the Plan that are not specifically set forth in this Agreement or the Benefits Booklet. In such cases, any payments shall not count toward the stop loss accumulators under a stop loss agreement issued by Anthem, unless otherwise agreed to by Anthem. Anthem may charge Employer a processing fee that has been mutually agreed to by the Parties prior to the processing of the Claim. Anthem shall not be responsible for any liability associated with any act or omission undertaken at the direction of, or in accordance with, instructions received from the Employer under this provision.

ARTICLE 4 - CLAIMS PAYMENT METHOD

a. Employer shall pay or fund Paid Claims according to the Claims payment method described in Section 4 of Schedule A. Employer shall pay or fund such amounts by the Invoice Due Date. In addition, from time to time, the Parties acknowledge that Employer may request a review of the appropriateness of a Claim payment and, during the review period, Employer shall pay or fund such Claim.

b. The Parties acknowledge that, from time to time, a Claims adjustment may be necessary as a result of coordination of benefits, subrogation, workers' compensation, other third party recoveries, payment errors and the like, and that the adjustment will take the form of a debit (for an additional amount paid by Anthem) or a credit (for an amount refunded to Employer). The Parties agree that such Claims adjustment shall be treated as an adjustment to the Claims payment made in the billing period in which the adjustment occurs, rather than as a retroactive adjustment to the Claim in the billing period in which it was initially reported as paid. Any Claims credit may be reduced by a fee as indicated in Schedule A of this Agreement. In addition, a credit shall not be provided to Employer for a recovery related to a Claim that was covered under stop loss coverage provided by Anthem.

c. Employer acknowledges and directs Anthem to utilize offsetting and cross-plan offsetting to recover overpaid Claims from Network Providers. Offsetting and cross-plan offsetting will be conducted only in cooperation with non-Network Providers who have expressly agreed to such procedures and have agreed that members will be held harmless. Offsetting is the practice of Anthem recovering overpayments made to a Network Provider by withholding overpaid amounts from subsequent payments to be made to the same Network Provider. Cross-plan offsetting is the practice of Anthem recovering overpayments made to a Network Provider for one member by withholding the overpaid amount from subsequent payments to be made to the same Network Provider for another member, who receives benefits under a different group health plan for which Anthem pays the Claims on behalf of a different employer.

ARTICLE 5 - ADMINISTRATIVE SERVICES FEES

During the term of this Agreement, Employer shall pay Anthem the Administrative Services Fees, described in Section 3 of Schedule A. Employer shall pay the Administrative Services Fees and other fees authorized under this Agreement by the applicable Invoice Due Date according to the payment method described in Section 5 of Schedule A.

ARTICLE 6 - RENEWAL SCHEDULES

If Anthem offers to renew this Agreement at the end of an Agreement Period, then Anthem shall provide Employer with the terms and conditions of the proposed renewal in writing within the time period provided in Section 1 of Schedule A. Employer shall notify Anthem in writing of its selection from the renewal options by indicating its selection and signing Anthem's designated renewal form. If Anthem does not receive a signed acceptance of the renewal from Employer prior to the start of the next Agreement Period, Employer's payment of the amounts set forth in the renewal shall constitute Employer's acceptance of the terms. Anthem shall provide a revised Schedule A that will become part of this Agreement without the necessity of securing Employer's signature.

ARTICLE 7 - CLAIMS RUNOUT SERVICES

a. Claims Runout Services shall be provided for the period of time provided in Section 6 of Schedule A (the "Claims Runout Period"), except such Claims Runout services shall not be provided in the event that termination is due to non-payment pursuant to Article 19(a) of this Agreement. During the Claims Runout Period, the terms of this Agreement shall continue to apply. Anthem shall have no obligation to process or pay any Claims or forward Claims to Employer beyond the Claims Runout Period. Any amounts recovered beyond the Claims Runout Period shall be retained by Anthem as reasonable compensation for services under this Agreement. Anthem shall, however, return any recoveries for which Anthem had received monies, but had not processed the recovery prior to the end of the Claims Runout Period. In addition, Employer shall have no obligation to reimburse Anthem for any amounts paid by Anthem due to adjustments to Claims after the end of the Claims Runout Period.

b. The fee for providing Claims Runout Services during the Claims Runout Period, if applicable, is provided in Section 6 of Schedule A. Paid Claims and the fee for providing Claims Runout Services shall be invoiced and paid in the same manner as provided in Sections 4 and 5 of Schedule A, unless otherwise provided or agreed to in writing by the Parties.

ARTICLE 8 - LATE PAYMENT PENALTY

This Article is intentionally omitted.

ARTICLE 9 - HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

a. Anthem's duties and responsibilities in connection with the requirements imposed by the Health Insurance Portability and Accountability Act ("HIPAA") and the Privacy, Security, Breach Notification and Standard Transactions regulations promulgated thereunder will be set forth in a separate Business Associate Agreement between the Parties. Business Associate is defined as a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information on behalf of, or provides services to, a Covered Entity, as defined under 45 CFR 160.103. Business Associate Agreement (BAA) is defined as a legal contract that describes how Anthem, as a Business Associate, and Plan, as a Covered Entity, may use or disclose protected health information so that the Plan may comply with the applicable requirements of HIPAA and its regulations. Any reference in this Agreement to Business Associate or to Business Associate Agreement shall be considered to be capitalized.

b. In the event the Plan submits Claims or eligibility inquiries or any other HIPAA covered transaction as defined in 45 CFR Part 160 and 162 to Anthem through electronic means, the Plan and Anthem shall comply with all applicable requirements of HIPAA and the Plan and Anthem shall require any of their respective agents or subcontractors to comply with all applicable requirements of HIPAA.

ARTICLE 10 - PROPRIETARY AND CONFIDENTIAL INFORMATION

a. Each Party retains ownership of its Proprietary Information and Confidential Information (collectively "Information") and neither conveys ownership rights in its Information nor acquires ownership rights in the other Party's Information by entering into this Agreement or performing its obligations hereunder. Nothing in this Agreement shall impair or limit a Party's right to use and disclose its Information for its own lawful business purposes.

b. Each Party shall maintain the other Party's Information in strict confidence, and shall institute commercially reasonable safeguards to protect it.

c. Employer shall use and disclose Anthem's Information solely for the purpose of administering the Plan. Employer shall not, without Anthem's advance written consent, (1) use or disclose Anthem's Information, or reports or summaries thereof, for any purpose other than administering the Plan; (2) combine Anthem's Information with other data to create or add to an aggregated database that will or could be made available to any third party; (3) combine Anthem's Information provided for a particular purpose with Anthem's Information provided for another purpose; or (4) sell or disclose Anthem's Information to any other person or entity except as expressly permitted by this Article 10.

d. Employer may disclose the minimum amount of Anthem's Information necessary to Employer's stop loss carriers, consultants, auditors, and other third parties engaged by Employer (each a "Plan Contractor"), provided that: (i) each such third party needs to know such Information in order to provide services to Employer; (ii) the restrictions set forth in subsection c. of this Article 10 shall apply to each such third party as well as to Employer; and (iii) prior to such disclosure, each such third party shall enter into the confidentiality agreement attached hereto which shall be provided to third party by Employer for signature and returned to Anthem for countersignature by Anthem prior to the planned disclosure.

e. Upon termination of this Agreement, each Party shall return or destroy the other Party's Information or retain the Information in accordance with its reasonable record retention policies and procedures; provided; however that each Party shall continue to comply with the provisions of this Article 10 for as long as it retains the other Party's Information.

f. This Agreement shall not be construed to restrict the use or disclosure of information that: (1) is public knowledge other than as a result of a breach of this Agreement; (2) is independently developed by a Party not in violation of this Agreement; (3) is made available to a Party by any person other than the other Party, provided the source of such information is not subject to any confidentiality obligations with respect to it; or, (4) is required to be disclosed pursuant to law, order, regulation or judicial or administrative process, but only to the extent of such required disclosures and after reasonable notice to the other Party.

ARTICLE 11 - DATA REPORTS

a. Upon Employer's request and only as permitted by the business associate agreement entered into between the Parties, Anthem will provide Anthem's standard account reporting package. Prior to Anthem providing data or reports to Employer, the Parties must mutually agree to the types, format, content and purpose of the reports requested. If Employer requests from Anthem information that is not part of Anthem's standard account reporting package, and such request is approved by Anthem, Employer agrees to pay a mutually agreed upon charge to Anthem for such additional reports.

b. If Employer requests Anthem to provide a data extract or report to any Plan Contractor for use on Employer's behalf and Anthem agrees to do so: (i) to the extent such extract or report includes protected health information ("PHI") as defined in HIPAA, Anthem's disclosure of the PHI and Plan Contractor's subsequent obligations with respect to the protection, use, and disclosure of the PHI will be governed by Employer's applicable business associate agreements with Anthem and the Plan Contractor; and (ii) to the extent such data or report includes Anthem's Proprietary Information and/or Anthem's Confidential Information, Employer acknowledges and agrees that Plan Contractor shall be subject to the requirements set forth in Article 10 of this Agreement.

c. Employer agrees not to contact, or to engage or permit a Plan Contractor to contact on Employer's behalf, any health care Provider concerning the information in any reports or data extracts provided by Anthem unless the contact is coordinated by Anthem.

d. In addition to their unlimited rights to use Anthem's Proprietary Information and Confidential Information, Anthem and Anthem Affiliates shall also have the right to use and disclose other Claim-related data collected in the performance of services under this Agreement or any other agreement between the Parties, so long as: (1) PHI is de-identified in a manner consistent with the requirements of HIPAA; or (2) the data is used or disclosed for research, health oversight activities, or other purposes permitted by law; or (3) a Member has consented to the release of his or her PHI. The data used or disclosed shall be used for a variety of lawful purposes including, but not limited to, research, monitoring, benchmarking and analysis of industry and health care trends. Anthem may receive remuneration for PHI only if permitted by HIPAA.

ARTICLE 12 - CLAIMS AUDIT

a. At Employer's expense, Employer shall have the right to audit Claims on Anthem's premises, during regular business hours and in accordance with Anthem's audit policy, which may be revised from time to time. A copy of the audit policy shall be made available to Employer upon request.

b. If Employer elects to utilize a third-party auditor to conduct an audit pursuant to this Agreement and Anthem's audit policy, such auditor must be mutually acceptable to Employer and Anthem. Anthem will only approve auditors that are independent and objective and will not approve auditors paid on a contingency fee or other similar basis. Anthem reserves the right to charge a fee to Employer for expenditure of time by Anthem's employees in completing any audit. An auditor or consultant must execute a confidentiality and indemnification agreement with Anthem pertaining to Anthem's Proprietary and Confidential Information prior to conducting an audit.

c. Employer may conduct an audit once each calendar year and the audit may only relate to Claims processed during the current year or immediately preceding calendar year (the "Audit Period") and neither Employer nor anyone acting on Employer's or the Plan's behalf, shall have a right to audit Claims processed prior to the Audit Period. The scope of the audit shall be agreed to in writing by the Parties prior to the commencement of the audit.

d. Employer shall provide to Anthem copies of all drafts, interim and/or final audit reports at such time as they are made available by the auditor or consultants to Employer. Any errors identified as the result of the audit shall be subject to Anthem's review and acceptance prior to initiating any recoveries of Paid Claims pursuant to Article 13 of this Agreement. Anthem reserves the right to terminate any audit being performed by or for Employer if Anthem determines that the confidentiality of its information is not properly being maintained or if Anthem determines that Employer or auditor is not following Anthem audit policy.

e. An audit performed pursuant to this Agreement shall be the final audit for the Audit Period and for any prior Audit Period unless otherwise agreed to in writing by the Parties; however, Claims may be re-audited if Employer is required to conduct the audit by a government agency with which it has a contractual arrangement.

ARTICLE 13 - RECOVERY AND PREPAYMENT ANALYSIS SERVICES

a. Pursuant to the provisions of this Article 13(a), Anthem shall conduct recovery activities including review of Paid Claims processed under this Agreement (including during any Claims Runout Period) and audits of Provider and Vendor contracts. The purpose of these services is to determine whether Paid Claims processed under this Agreement have been paid accurately and identify recoveries that can be pursued. Anthem shall not be obligated to retain outside counsel or other third parties if Anthem's recovery efforts are not successful. If Anthem makes a recovery as a result of the services described in this Article 13(a), then Anthem shall receive a fee provided in Schedule A as compensation for its services and Employer will receive the remaining recovery amount.

   Anthem shall also engage in various Claims prepayment analysis activities. These activities analyze Claims after services are rendered by a Provider or Vendor but prior to Claims payment to determine whether the billing and Claims submission are accurate and are intended to prevent inaccurate payments from being made. If the amount charged to Employer as a Paid Claim is less than the amount that would have been charged to Employer absent the services described in this Article 13(a), then Anthem shall be entitled to receive the fee provided in Schedule A as compensation for its services. This fee shall only be charged where the prepayment analysis activities relate to a specific Claim(s).

b. Anthem may become aware of additional recovery opportunities by means other than those described in Article 13(a). Employer grants Anthem the authority and discretion in those instances to do the following: (1) determine and take steps reasonably necessary and cost-effective to pursue the recovery such as filing a proof of claim in a class action settlement, adjusting Claims by offsetting or cross-plan offsetting as described in Article 4, commencing litigation, opting out of or objecting to a proposed settlement, and/or engaging in settlement negotiations; (2) select and retain outside counsel when needed; (3) reduce any recovery obtained on behalf of the Plan by its proportionate share of the outside counsel fees and costs incurred during litigation or settlement activities to obtain such recovery; and (4) implement or effect any settlement of the Employer's and Plan's rights by, among other things, executing a release waiving the Employer's and Plan's rights to take any action inconsistent with the settlement.

c. During the term of this Agreement and any applicable Claims Runout Period, Anthem may pursue payments to Members by any other person, insurance company or other entity on account of any action, claim, request, demand, settlement, judgment, liability or expense that is related to a Claim for Covered Services ("Subrogation Services"). Anthem shall charge Employer a fee provided in Schedule A to this Agreement ("Subrogation Fee"). Any subrogation recoveries shall be net of the Subrogation Fee. Subrogation Fees will not be assessed on subrogation recoveries until they are received by Anthem and credited to Employer.

d. This provision is intentionally omitted.

e. In exercising its authority pursuant to this Article 13, Anthem shall determine which recoveries it will pursue or Claims that it will review prior to payment, and in no event will Anthem pursue a recovery if it reasonably believes that the cost of the collection is likely to exceed the recovery amount or if the recovery is prohibited by law or an agreement with a Provider or Vendor. Anthem will not be liable for any amounts it does not successfully recover or prevent from being paid based on Claims prepayment analysis activities. Anthem shall retain any recoveries it obtains as a result of its recovery services or audits if the cost to administer the refund is likely to exceed the amount of the refund. Employer further understands and agrees that Anthem shall have authority to enter into a settlement or compromise on behalf of the Employer and Plan regarding these recovery, subrogation and audit services, including, but not limited to, the right to reduce future reimbursement to Provider or Vendor in lieu of a lump sum settlement. Anthem may have contracts with Network Providers or Vendors or there may be judgments, orders, settlements, applicable laws or regulations that limit, under certain circumstances, Anthem's right to make recoveries or engage in Claims prepayment analysis activities. Anthem may, but is not required to, readjudicate Claims or adjust Members' cost share payments related to the recoveries made from a Provider or a Vendor. Anthem shall credit Employer net recovery amounts after deduction of fees and costs as set forth in this Article 13 not later than 150 days following the receipt of the total recovery amount. If Anthem does not credit Employer within 150 days of its receipt of the total recovery amount, Anthem shall pay Employer interest calculated at the Federal Reserve Funds Rate in effect at the time of the payment. In no event, however, will Anthem be liable to credit Employer for any recovery after the termination date of this Agreement and any Claims Runout Period, and Employer acknowledges and agrees that such sums shall be retained by Anthem as reasonable compensation for recovery services provided by Anthem.

ARTICLE 14 - PHARMACY BENEFITS AND SERVICES

This Article is intentionally omitted.

ARTICLE 15 - INTER-PLAN ARRANGEMENTS

This Article is intentionally omitted and replaced by the Inter-Plan Arrangements Schedule.

ARTICLE 16 - CLAIMS LITIGATION

a. For purposes of Articles 16 and 17 of this Agreement, "Claims Litigation" means a demand asserted or litigation, proceedings, or arbitration commenced, by a Member, Plan beneficiary or Network or non-Network Provider, or any individual or entity working on any of their behalf ("Claimant(s)"), regardless of how pled or how asserted, where the Claimant seeks to recover monetary damages (including but not limited to actual, compensatory, punitive or other damages), equitable relief, declaratory relief, attorneys' fees, costs, expenses, or other relief, in connection with Anthem's alleged failure to properly handle a request for Covered Services or to pay for all or any portion of Covered Services, including any allegations related to the sufficiency of the amount paid for all or any portion of a Covered Service. References to "Employer" in this Article 16 shall mean Employer or Plan or both as appropriate given the context.

b. Anthem shall direct the defense of any Claims Litigation brought against Anthem. If Employer (in addition to Anthem) is also a named party in the Claims Litigation, Anthem shall direct the defense of the Claims Litigation and the Employer will cooperate in defending against the Claims Litigation. Employer will direct the defense of the Claims Litigation where Anthem is not a named party. Unless there is a conflict that is not waived, in any of the above scenarios, if Anthem requests, Anthem and the Employer will enter a common interest and/or joint defense agreement to address the sharing of information and any other matters the Parties deem appropriate. Whether there is such a conflict or not, all other provisions of this Article 16 will continue to apply. Anthem shall provide notice of Claims Litigation to the Employer as soon as practicable; provided, however, that this notice obligation shall not apply to Claims Litigation brought by any Provider or to any Claims Litigation to which Employer is a named party.

c. For any Claims Litigation to which Anthem is a named party, Anthem will select and retain counsel for itself and, if Employer is also named, for the representation of Anthem and Employer contemplated by Article 16(b). If, at the outset or during such Claims Litigation, Employer and Anthem have a conflict of interest, the selected counsel shall represent Anthem only. Employer shall waive any conflict for such representation and retain separate counsel for Employer. Subject to Article 16(d), Employer will assume liability for payment of all reasonable attorneys' fees and costs incurred by Anthem and/or Employer in the defense of Claims Litigation.

d. If it is determined by the third-party decision maker in the Claims Litigation that Anthem failed to perform its responsibility to review and determine Claims for benefits under the Plan in a manner that is consistent with the standard of care in Article 17 of this Agreement, Anthem will assume liability for payment of its legal fees and costs.

e. Anthem is authorized to settle or compromise any Claims Litigation with the approval of Employer, which approval shall not be unreasonably withheld. Notwithstanding the above, settlements of reimbursement disputes brought by Providers do not require the approval of Employer.

f. Anthem is not an insurer of benefits under the Plan nor does it underwrite the risk or otherwise assume any risk for the payment of benefits under the Plan. Under all circumstances, Employer shall be liable to pay Plan benefits awarded or paid by settlement, judgment, or otherwise.

ARTICLE 17 - INDEMNIFICATION

This Article is intentionally omitted.

ARTICLE 18 - CHANGES IN BENEFITS BOOKLET AND AGREEMENT

a. Either Party reserves the right to propose changes to the provisions described in the Benefits Booklet by giving written notice to the other Party not less than 90 days prior to the start of an Agreement Period and such changes will be made to the Benefits Booklet as mutually agreed to in writing by the Parties. Either Party may also propose changes to the Benefits Booklet at a time other than the start of an Agreement Period and such changes will be made to the Benefits Booklet if mutually agreed to in writing by the Parties. Anthem's incorporation of the requested changes into the Benefits Booklet shall constitute Anthem's acceptance of the Employer's requested changes. If Anthem initiates the proposed changes and does not receive written notice from Employer prior to the effective date of the proposed changes that such changes are unacceptable, the changes shall be deemed approved by Employer and Anthem shall incorporate such changes into the Benefits Booklet.

b. If changes to the provisions of the Benefits Booklet are mandated as a result of a change to any applicable state or federal law, Anthem shall have the right to make such changes to the Benefits Booklet to comply with the law and shall provide written notice to Employer at least 30 days prior to the effective date of the change, unless the effective date specified in the law is earlier.

c. Anthem also reserves the right to change the Base Administrative Services Fee provided in Section 3(A) of Schedule A at a time other than the start of an Agreement Period upon the occurrence of one or more of the following events: (1) a change to the Plan benefits initiated by Employer that results in a substantial change in the services to be provided by Anthem; (2) a change in ownership as described in Article 3(h) of this Agreement; (3) a change in the total number of Members resulting in either an increase or decrease of 10% or more of the number of Members enrolled for coverage on the date the Base Administrative Services Fee was last modified; (4) a change in Employer contribution as described in Article 3(e) of this Agreement; (5) a change in nature of Employer's business resulting in a change in its designated Standard Industrial Classification ("SIC") code; or (6) a change in applicable law that results in an increase in the cost or amount of administrative services from those currently being provided by Anthem under this Agreement. Anthem shall provide notice to Employer of the change in the Base Administrative Services Fee at least 30 days prior to the effective date of such change. If such change is unacceptable to Employer, either Party shall have the right to terminate this Agreement by giving written notice of termination to the other Party before the effective date of the change. If Employer accepts the proposed Base Administrative Services Fee, Anthem shall provide a revised Schedule A that will then become part of this Agreement without the necessity of securing Employer's signature on the Schedule.

d. In the event any action of any department, branch or bureau of the federal, state or local government is initiated or taken ("Action") against a Party to this Agreement and such Action materially and adversely affects that Party's performance of the obligations under this Agreement, the affected Party shall notify the other Party of the nature of the Action and provide copies of pertinent documents supporting the reason(s) for the Action. If a modification to the Agreement is needed as a result of the Action, the Parties shall meet within 30 days of the notice by the affected Party to the other Party and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes or eliminates the impact of the Action. If the Parties are unable to minimize or eliminate the impact of the Action, then either Party may terminate this Agreement by giving at least 90 days notice of termination. This Agreement may be terminated sooner if agreed to by the Parties or required by the government entity initiating or taking the Action.

e. No modification or change in any provision of this Agreement shall be effective unless and until approved in writing by an authorized representative of Anthem and evidenced by an amendment or new Schedule attached to this Agreement. If Anthem proposes such a modification or change, Anthem shall provide written notice to Employer at least thirty (30) days prior to the effective date of such change. The modification or change will be deemed accepted by Employer unless Anthem receives written notice from Employer prior to the effective date that such change is unacceptable. If Employer does not accept the proposed change, the Parties will meet and confer to reach agreement prior to implementation of such change.

ARTICLE 19 - TERMINATION AND/OR SUSPENSION OF PERFORMANCE

a. Notwithstanding any other provision of this Article, this Agreement automatically terminates, without further notice or action, if Employer fails to pay or fund any amount due under this Agreement within 7 days of the date of Anthem's notice to the Employer of a delinquent amount owed. Such termination shall be effective as of the last period for which full payment was made. In addition, this Agreement automatically terminates, without further notice or action, at the end of each Agreement Period unless Anthem offers to renew this Agreement and Employer accepts such offer of renewal pursuant to Article 6 of this Agreement. Upon termination of this Agreement, Employer shall remain liable for all payments due to Anthem under the terms of this Agreement. Notwithstanding the above, Anthem has the right to suspend performance of its obligations under this Agreement if full payment is not made by the Invoice Due Date. Anthem shall have no obligation to pay any Claims under the Agreement until all required payments have been paid in full.

b. If either Party fails to comply with any material duties and obligations under this Agreement other than payment of amounts due under this Agreement, the other Party shall have the right to: (1) terminate this Agreement by giving the non-compliant Party at least 60 days prior written notice of termination; or (2) upon written notice to the other Party, suspend performance of its obligations under this Agreement. Employer acknowledges and agrees that in the event it is the non-compliant Party, Anthem shall have no liability to any Member. Either Party, at its option, may allow the non-compliant Party to cure a breach of this Agreement and, upon acceptance in writing by that Party that a breach is cured, this Agreement may be reinstated retroactive to the date of the breach or suspension of performance. Notwithstanding any other provision of this Agreement, a Party may seek injunctive or other equitable relief from a court of competent jurisdiction should there be any unauthorized use or disclosure of Proprietary Information or Confidential Information by the other Party.

c. If there shall occur any change in the condition (financial or otherwise) of Employer or an Employer Affiliate that, in the reasonable opinion of Anthem, has a material adverse effect upon the validity, performance, or enforceability of this Agreement, on the financial condition or business operation of Employer (or Employer Affiliate), or on the ability of Employer to fulfill its obligations under this Agreement, then Anthem shall have the right to require Employer to provide adequate assurance of future performance, which may include a payment of a cash deposit, letter of credit, or other method of assurance acceptable to Anthem. Examples of such a change could include, but would not be limited to the actual, or Anthem's reasonable anticipation of: (1) any voluntary or involuntary case or proceedings under bankruptcy law with respect to Employer or an Employer Affiliate; (2) any receivership, liquidation, dissolution, reorganization or other similar case or proceeding with respect to Employer or an Employer Affiliate; (3) any appointment of a receiver, trustee, custodian, assignee, conservator or similar entity or official for Employer or an Employer Affiliate; or (4) any assignment for the benefit of creditors or sale of all or substantially all of Employer's assets or a key Employer Affiliate's assets.

   Any deposit amount shall be paid to Anthem within 30 days of the request or in such shorter time as agreed to by the Parties. The deposit amount shall not be paid with Plan assets, shall not be funded in any part by Member contributions, and shall not be paid from any segregated fund or from funds in which the Plan or any Member has a beneficial interest. The deposit amount shall be the property of Anthem, may be held in Anthem's general account, may be subject to satisfy the claims of Anthem's general creditors, and does not govern or limit the benefits available under the terms of the Plan. At the termination of this Agreement and designated Claims Runout Period, if any, the deposit amount, net of any outstanding fees or Claims amounts payable to Anthem, shall be returned to Employer. Any deposit amount returned to Employer under this Article 19(c) shall not include interest. Neither Employer, the Plan, nor any Member shall have any beneficial or legal ownership interest in any deposit amount paid pursuant to this Section.

   If such further assurance is required by Anthem, Anthem may, at any time after the date of notice to Employer of such requirement, suspend performance of its obligations under this Agreement until the date of receipt by Anthem of such adequate assurance without being liable to the Employer, the Plan or any Member for such suspension. If such adequate assurance is not received within 30 days of the request, Anthem may terminate this Agreement.

d. Subject to the provisions of Article 7 of this Agreement, if this Agreement terminates and Anthem makes payment of any Claim that would otherwise have been payable under the terms of this Agreement after the termination date, Employer shall be liable to reimburse Anthem for such Claim to the extent that the amounts have not already been paid by Employer. Employer also agrees to cooperate fully with Anthem in the coordination of pharmacy Claims with any successor pharmacy benefit manager.

e. Employer may terminate this Agreement at any time other than at the end of an Agreement Period by giving Anthem 90 days written notice of its intent to terminate.

f. In connection with the termination of this Agreement and upon Employer's request, Anthem shall provide reports that are part of Anthem's standard account reporting package at no extra charge. In no event shall Anthem be obligated to produce more than two sets of reports following the termination date of this Agreement. However Anthem shall have no obligation to provide the reports after the termination date of this Agreement if such termination is due to non-payment pursuant to Article 19(a) of this Agreement. In addition, Anthem shall also provide data extract files upon Employer's request for an additional fee mutually agreed to by the Parties.

ARTICLE 20 - LIMITATION ON ACTIONS AND GOVERNING LAW

a. No action by either Party alleging a breach of this Agreement may be commenced after the expiration of 3 years from the date on which the claim arose.

b. This Agreement shall be governed by, and shall be construed in accordance with the laws of Georgia but without giving effect to that state's rules governing conflict of laws.

ARTICLE 21 - NO WAIVER

No failure or delay by either Party to exercise any right or to enforce any obligation herein, and, no course of dealing between Employer and Anthem, shall operate as a waiver of such right or obligation or be construed as or constitute a waiver of the right to enforce or insist upon compliance with such right or obligation in the future. Any single or partial exercise of any right or failure to enforce any obligation shall not preclude any other or further exercise, or the right to exercise any other right or enforce any other obligation.

ARTICLE 22 - ASSIGNMENT AND SUBCONTRACTING

a. Unless it has first obtained the written consent of an officer of the other Party, neither Party may assign this Agreement to any other person. Notwithstanding the foregoing, Anthem may, with advance written notice to Employer, assign or otherwise transfer its rights and obligations hereunder, in whole or in part, to: (i) any affiliate of Anthem; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation, or reorganization of Anthem, or in which all or substantially all of Anthem's assets are sold. Additionally, Employer may, with advance written notice to Anthem, assign, delegate, or otherwise transfer its rights and obligations hereunder, in whole, to (i) any affiliate of Employer; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation or reorganization of Employer, or in which all or substantially all of Employer's assets are sold, provided that such affiliate or other assignee presents, in Anthem's opinion, an equivalent or better financial status and credit risk. Either Party is required to provide advance written notice under this provision only to the extent permissible under applicable law and the reasonable terms of the agreement(s) governing such merger, acquisition, consolidation, reorganization, or asset sale. If advance written notice is not allowed, notice shall be provided as soon as practicable. Upon receipt of notice of an assignment of this Agreement, the other Party may terminate this Agreement by providing the assigning Party with 30 days advance written notice of termination. Any assignee of rights or benefits under this Agreement shall be subject to all of the terms and provisions of this Agreement.

b. Either Party may subcontract any of its duties under this Agreement without the prior written consent of other Party; however, the Party subcontracting the services shall remain responsible for fulfilling its obligations under this Agreement.

ARTICLE 23 - NOTICES

a. Any notice or demand pursuant to Articles 19 and 22 of this Agreement shall be deemed sufficient when made in writing as follows: to Employer, by first class mail, personal delivery, or electronic mail or overnight delivery with confirmation capability, to its principal office shown upon the records of Anthem; to Anthem, by first class mail, personal delivery, electronic mail or overnight delivery with confirmation capability, to the designated Anthem sales representative.

b. A notice or demand shall be deemed to have been given as of the date of deposit in the United States mail with postage prepaid or, in the case of delivery other than by mail, on the date of actual delivery at the appropriate address.

c. Employer shall be obligated to provide all notices to Members as may be necessary to effectuate any change in or termination of the Agreement.

ARTICLE 24 - ADMINISTRATION

a. Employer, on behalf of itself and its Members, hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between Employer and Anthem, that Anthem is an independent corporation operating under a license with BCBSA permitting Anthem to use the Blue Cross and Blue Shield Service Marks in Georgia and that Anthem is not contracting as the agent of BCBSA. Employer further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Anthem and that no person, entity, or organization other than Anthem shall be held accountable or liable to it for any of Anthem's obligations to Employer created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Anthem other than those obligations created under other provisions of this Agreement.

b. Anthem is providing administrative services only with respect to the portion of the Plan described in the Benefits Booklet. Anthem has only the authority granted it pursuant to this Agreement. Anthem is not the insurer or underwriter of any portion of the Plan. Anthem has no responsibility or liability for funding benefits provided by the Plan, notwithstanding any advances that might be made by Anthem. Employer retains the ultimate responsibility and liability for all benefits and expenses incident to the Plan, including but not limited to, any applicable taxes that might be imposed relating to the Plan.

c. This provision has been intentionally deleted in its entirety.

d. Employer shall ensure that sufficient amounts are available to cover Claims payments, the monthly Administrative Services Fees, and other fees or charges.

ARTICLE 25 - ENTIRE AGREEMENT

a. The following documents will constitute the entire Agreement between the Parties: this Agreement, including any amendments and Schedules thereto, and the Benefits Booklet.

b. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that Employer has not signed the Agreement within 90 days of Employer's receipt of the Agreement, payment of Administrative Services Fees by Employer will be considered confirmation of acceptance of the terms.

c. This Agreement supersedes any and all prior agreements between the Parties, whether written or oral, and other documents, if any, addressing the subject matter contained in this Agreement.

d. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law, order, judgment or settlement, such provision shall be excluded from the Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

ARTICLE 26 - THIS ARTICLE IS INTENTIONALLY OMITTED

ARTICLE 27 – MISCELLANEOUS

a. Employer and Anthem are separate legal entities. Anthem is strictly an independent contractor. Nothing contained in this Agreement shall cause either Party to be deemed a partner, member, agent or representative of the other Party, nor shall either Party have the expressed or implied right or authority to assume or create any obligation on behalf of or in the name of the other Party through its actions, omissions or representations.

b. Except as may be explicitly set forth in this Agreement, nothing herein shall be construed as an implied license by a Party to use the other Party's name, trademarks, domain names, or other intellectual property. Neither Party shall use the name, trademarks, domain names, or any other name or mark of the other Party in any press release, printed form, advertising or promotional materials or otherwise, without the prior written consent of the other Party. In addition, Employer has no license to use the Blue Cross and/or Blue Shield trademarks or derivative marks (the "Brands") and nothing in the Agreement shall be deemed to grant a license to Employer to use the Brands. Any references to the Brands made by Employer in its own materials are subject to prior review and approval by Anthem.

c. Nothing contained herein shall cause either Party to be deemed an agent for service of legal process for the other Party.

d. Anthem or an Anthem Affiliate may enter into business arrangements with certain Network Providers and Anthem may have financial interest in such Network Providers through direct ownership, partnership, joint venture or other arrangements. The business arrangements may provide practice management or other services to Network Providers that are designed to promote a more effective and cost-efficient health care delivery system that emphasizes continuous improvement and increased patient access to high quality, cost-effective health care. Because of its ownership or financial interests in Network Providers, Anthem may share in the Network Provider's profits or other revenue. Any revenue received by Anthem in connection with these business arrangements shall be retained by Anthem.

e. The Parties acknowledge that Anthem, in making decisions regarding the scope of coverage of services under the Benefits Booklet, is not engaged in the practice of medicine. Providers are not restricted in exercising their independent medical judgment by contract or otherwise and do not act on behalf of, or as agents for, Anthem or the Plan.

f. In addition to any other provision providing for survival upon termination of this Agreement, the Parties' rights and obligations under Articles 10, 11, 12, 13, 16, 17, 19, 24, 25(a) and 25(c) shall survive the termination of this Agreement for any reason.

g. Each Party shall comply with all laws and regulations applicable to their respective duties and obligations assumed under this Agreement.

h. Anthem and Employer agree to the performance standards set forth in Schedule C and EXHIBIT C - PERFORMANCE GUARANTEES OF THE PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by affixing the signatures of duly authorized officers.

Augusta-Richmond County	Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. dba Anthem Blue Cross and Blue Shield
By: _____	By: Robert Tew
Title: _____	Title: Vice President, Sales and Client Management
Date: _____	Date: October 9, 2023

INTER-PLAN ARRANGEMENTS SCHEDULE
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Inter-Plan Arrangement Schedule supplements and amends the Administrative Services Agreement and is effective as of January 1, 2023. In the event of an inconsistency between the applicable provisions of this Schedule, any other Schedule and/or the Agreement, the terms of this Schedule shall govern, but only as they relate to the Inter-Plan Arrangements. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

Out-of-Area Services

Overview

Anthem has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements". These Inter-Plan Arrangements operate under rules and procedures issued by BCBSA. Whenever Members access healthcare services outside the geographic area Anthem serves (the "Anthem Service Area"), the Claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the Anthem Service Area, Members obtain care from healthcare Providers that have a contractual agreement ("Participating Providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Members may obtain care from healthcare Providers in the Host Blue geographic area that do not have a contractual agreement ("Non-Participating Providers") with the Host Blue. Anthem remains responsible for fulfilling its contractual obligations to Employer. Anthem's payment practices in both instances are described below.

This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that dental care, Prescription Drug or vision benefits may not be processed through Inter-Plan Arrangements.

If the Plan covers only limited healthcare services received outside of Anthem's Service Area, services other than those listed as Covered Services (e.g., emergency services) in the Plan will not be covered when processed through any Inter-Plan Arrangements, unless authorized by Anthem. Providers providing such non-Covered Services will be considered Non-Participating Providers.

A. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services outside the Anthem Service Area, the Host Blue will be responsible for contracting and handling all interactions with its Participating Providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim

a. Member Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Member liability on Claims for Covered Services will be based on the lower of the Participating Provider's Billed Charges or the negotiated price made available to Anthem by the Host Blue.

b. Employer Liability Calculation

The calculation of Employer liability on Claims for Covered Services will be based on the negotiated price made available to Anthem by the Host Blue. Sometimes, this negotiated price may be greater for a given service or services than the Billed Charges in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the Billed Charges, Employer may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Participating Provider, even when the contracted price is greater than the Billed Charges.

2. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's Participating Provider contracts. The negotiated price made available to Anthem by the Host Blue may be represented by one of the following:

(i) An actual price. An actual price is a negotiated rate of payment in effect at the time a Claim is processed without any other increases or decreases; or

(ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a Claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the Provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a Claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or

(iii) An average price. An average price is a percentage of Billed Charges in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its Participating Providers or a similar classification of its Participating Providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price Employer pays on a specific Claim and the actual amount the Host Blue pays to the Participating Provider. However, the BlueCard Program requires that the amount paid be a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to Employer will be adjusted in a following year, as necessary, to account for over- or under-estimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Employer. Upon termination, Employer will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

B. Negotiated Arrangements

With respect to one or more Host Plans, instead of using the BlueCard Program, Anthem may process Claims for Covered Services through negotiated arrangements. A negotiated arrangement is an agreement negotiated between Anthem and one or more Host Blues for any group health plan that is not delivered through the BlueCard Program ("Negotiated Arrangement").

In addition, if Anthem and Employer agree that (a) Host Blue(s) shall make available (a) custom healthcare Provider network(s) in connection with this Agreement, then the terms and conditions set forth in Anthem's Negotiated Arrangement(s) with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of Claims when Members access such network(s). In negotiating such arrangement(s), Anthem is not acting on behalf of or as an agent for Employer, the Plan or Members.

Member Liability Calculation

If Anthem has entered into a Negotiated Arrangement with a Host Blue, the calculation of Member cost-sharing will be based on the lower of either Billed Charges or negotiated price (refer to the description of negotiated price under Section A, BlueCard Program) that the Host Blue makes available to Anthem and that allows Members access to negotiated participation agreement networks of specified Participating Providers outside of Anthem's service area.

C. Special Cases: Value-Based Programs

Definitions

1. **Accountable Care Organization (ACO):** A group of Providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.
2. **Care Coordination:** Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's healthcare needs across the continuum of care.
3. **Care Coordinator:** An individual within a Provider organization who facilitates Care Coordination for patients.
4. **Care Coordinator Fee:** A fixed amount paid by a Host Plan to Providers periodically for Care Coordination under a Value-Based Program.
5. **Global Payment/Total Cost of Care:** A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient, such as outpatient, physician, ancillary, hospital services, and prescription drugs.
6. **Patient-Centered Medical Home (PCMH):** A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.
7. **Provider Incentive:** An additional amount of compensation paid to a Provider by a Host Blue, based on the Provider's compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.
8. **Shared Savings:** A payment mechanism in which the Provider and the payer share cost savings achieved against a target cost budget based on agreed upon terms and may include downside risk.
9. **Value-Based Program (VBP):** An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local Providers that is evaluated against cost and quality metrics/factors and is reflected in Provider payment.

Value-Based Programs Overview

Members may access Covered Services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, a share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these Provider payments to Anthem, which Anthem will pass directly on to Employer as either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the Claim may be billed using one of the following pricing methods, as determined by the Host Blue:

(i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to Employer via an enhanced Provider fee schedule.

(ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the Claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for non-attributed Value-Based Programs.

When such amounts are billed separately from the price of the Claim, they may be billed using a Per Member Per Month billing for Value-Based Programs incentives/Shared Savings settlements to accounts outside of the Claim system. Anthem will pass these Host Blue charges directly through to Employer as a separately identified amount on the Employer billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If the Agreement terminates, Employer will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

Care Coordinator Fees

Host Blues may also bill Anthem for Care Coordinator Fees for Provider services which Anthem will pass on to Employer as follows:

1. PMPM billings; or

2. Individual Claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

Anthem and Employer will not impose Member cost-sharing for Care Coordinator Fees.

Value-Based Programs under Negotiated Arrangements

If Anthem has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to Members, Anthem will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted above.

D. Non-Participating Providers Outside Anthem's Service Area

1. Allowed Amounts and Member Liability Calculation

Unless otherwise described in the Plan, when Covered Services are provided outside of Anthem's Service Area by Non-Participating Providers, Anthem may determine benefits and make payment based on pricing from either the Host Blue or the pricing arrangements required by applicable state or federal law. In these situations, the amount the Member pays for such services as deductible, copayment or coinsurance will be based on that allowed amount. Also, the Member may be responsible for the difference between the amount that the Non-Participating Provider bills and the payment Anthem will make for the covered services as set forth in this paragraph.

2. Exceptions

In certain situations, which may occur at Employer's direction, Anthem may use other pricing methods, such as Billed Charges, the pricing Anthem would use if the healthcare services had been obtained within Anthem's Service Area, or a special negotiated price to determine the amount Anthem will pay for services provided by Non-Participating Providers. In these situations, the Member may be liable for the difference between the amount that the Non-Participating Provider bills and the payment Anthem makes for the Covered Services as set forth in this paragraph.

E. Blue Cross Blue Shield Global Core®

General Information

If Members are outside the United States (hereinafter, "BlueCard Service Area"), they may be able to take advantage of Blue Cross Blue Shield Global Core® when accessing Covered Services. The Blue Cross Blue Shield Global Core is not served by a Host Blue. As such, when Members receive care from Providers outside the BlueCard Service Area, Members will typically have to pay the Providers and submit the Claims themselves to obtain reimbursement for these services.

Inpatient Services

In most cases, if Members contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member Claims to the Blue Cross Blue Shield Global Core Service Center to initiate Claims processing. However, if the Member paid in full at the time of service, the Member must submit a Claim to obtain reimbursement for Covered Services. Members must contact Anthem to obtain precertification for non-emergency inpatient services.

Outpatient Services

Physicians, urgent care centers and other outpatient Providers located outside the BlueCard Service Area will typically require Members to pay in full at the time of service. Members must submit a Claim to obtain reimbursement for Covered Services.

F. Recoveries

Host Blues may conduct: (i) prepayment review activities including, but not limited to, data mining, itemized bill reviews, secondary claim code editing, and DRG audits and (ii) recoveries of overpayments including, but not limited to, anti-fraud and abuse reviews, audits/healthcare Provider/hospital bill audits, credit balance audits, and utilization review refunds (collectively, for (i) and (ii), "Recoveries"). Recoveries will be applied, in general, on either a Claim-by-Claim or prospective basis. If Recoveries are passed on a Claim-by-Claim basis from a Host Blue to Anthem, they will be credited to Employer. In some cases, the Host Blue will engage a third party to assist in identification related to Recoveries, including collection of overpayments. Employer may be charged a fee for Recoveries as described in Schedule A.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, Anthem will request the Host Blue to provide full refunds from Participating Providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original Claim. In some cases, recovery of Claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare Provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, and Care Coordination Fees or (c) would jeopardize the Host Blue's relationship with its Participating Providers, notwithstanding to the contrary any other provision of this Agreement.

G. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees or compensation are generally made effective January 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes resulting in an increase in fees paid by Employer, Anthem shall provide Employer with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Employer right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If Employer fails to respond to the notice and does not terminate this Agreement during the notice period, Employer will be deemed to have approved the proposed changes, and Anthem will then allow such modifications to become part of this Agreement.

H. Fees and Compensation

Employer understands and agrees to reimburse Anthem for certain fees and compensation which Anthem is obligated under the applicable Inter-Plan Arrangements described in this Schedule to pay to the Host Blues, to BCBSA and/or to vendors of Inter-Plan Arrangement related services. The specific Inter-Plan Arrangement fees and compensation, including any administrative and/or network access fee that a Host Blue may charge under the BlueCard Program, a Negotiated Arrangement, and Blue Cross Blue Shield Global Core are charged to Employer are set forth in Section 7 of Schedule A to the Agreement. The various Inter-Plan Arrangement Fees and compensation may be revised from time to time as described in section G.

A description of the various Claim processing fees that may be listed on Schedule A is as follows:

Access Fee: The Access Fee is charged by the Host Blue to Anthem for making its applicable Provider network available to Members. The Access Fee will not apply to Non-Participating Provider Claims. The Access Fee is charged on a per Claim basis and is charged as a percentage of the discount/differential Anthem receives from the applicable Host Blue subject to a maximum of $2,000 per Claim. When charged, Anthem passes the Access Fee directly on to Employer.

Instances may occur in which the Claim payment is zero or Anthem pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Anthem will pay the Host Blue's Access Fee and pass it along directly to Employer as stated above even though Employer paid little or had no Claim liability.

Administrative Expense Allowance (AEA) Fee: The AEA Fee is a fixed per Claim dollar amount charged by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members. The dollar amount is normally based on the type of Claim (e.g. institutional, professional, international, etc.) and can also be based on the size of group enrollment. When charged, Anthem passes the AEA Fee directly on to Employer.

Per Subscriber Per Month (PSPM) Fee: The PSPM Fee is a financial arrangement negotiated between the Host Blue and Anthem and replaces all other fees, including the Access Fee and AEA Fee. The PSPM dollar amount is charged on a per Subscriber per month basis by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members. The dollar amount can also be based on the size of group enrollment. When charged, Anthem passes the PSPM Fee directly on to Employer.

Non-Standard AEA Fee: The Non-Standard AEA Fee is a financial arrangement negotiated between the Host Blue and Anthem and replaces all other fees, including the Access Fee and AEA Fee. The Non-Standard AEA is a fixed per Claim dollar amount charged by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members. When charged, Anthem passes the Non-Standard AEA Fee directly on to Employer.

Central Financial Agency (CFA) Fee: The CFA Fee is a fixed dollar amount per payment notice and is paid by Anthem to the BCBSA. This fee applies each time Anthem receives an electronic payment notice from the CFA indicating that a Host Blue incurred Claim-related liability on Anthem's behalf and requesting that Anthem either approve or deny payment. When charged, Anthem passes the CFA Fee directly on to Employer. The CFA Fee supports ongoing operations of BCBSA programs and services, including but not limited to Blue Cross Blue Shield AXIS® Data Services, network solutions, and BlueCard Program-related applications.

Inter-Plan Teleprocessing System (ITS) Transaction Fee: The ITS delivery platform allows all Blue Cross and/or Blue Shield Licensees to connect with each other through a standardized system to facilitate the operation of Inter-Plan Arrangements. The ITS Transaction Fee applies each time a Claims transaction interchange occurs between Anthem and a Host Blue. When a Host Blue receives a Claim, it applies Provider pricing information, sets forth its discount and related savings and sends this information to Anthem electronically. Anthem then adjudicates the Claim, computes the approved Provider payment amount, calculates the AEA Fee and Access Fee, computes net liability and sends a response electronically to the Host Blue. The Host Blue then pays the Provider and issues an electronic payment notice to Anthem via the CFA. The ITS Transaction Fee is five cents per interchange and is paid to the BCBSA. For each Claim, there are a minimum of three interchanges, but there could be more depending on the complexity of the Claim. When charged, Anthem passes the ITS Transaction Fee directly on to Employer.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: Robert Fenn

Title: Vice President, Sales and Client Management

Date: October 9, 2023

SCHEDULE A
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Schedule A shall govern the Agreement Period from January 1, 2023 through December 31, 2023. For purposes of this Agreement Period, this Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules, and this Schedule A, the terms of this Schedule A shall control.

Section 1. Effective Date and Renewal Notice

This Agreement Period shall be from 12:01 a.m. January 1, 2023 to the end of the day of December 31, 2023.

Paid Claims shall be processed pursuant to the terms of this Agreement when incurred and paid as follows:

- Incurred from 01/01/2013 through 12/31/2023 and
- Paid from 01/01/2023 through 12/31/2023.

Anthem shall provide any offer to renew this Agreement at least 60 days prior to the end of an Agreement Period.

Section 2. Broker or Consultant Base Compensation

Medical

Broker or Consultant Fee is included in the Base Administrative Services Fee described in Section 3(A) of this Schedule A. Upon receipt of payment from Employer, Anthem shall remit payment to the broker or consultant designated by Employer.

Section 3. Administrative Services Fees

Change to Administrative Services Fees. In addition to the provisions in Article 18(c), Anthem reserves the right to change the Administrative Services Fees provided in this Section 3 of Schedule A during the Agreement Period based upon the occurrence of any of the following events:

- Employer's Member to Subscriber ratio is not within +/-5% of 2.03;
- Anthem is not the sole administrator for medical and pharmacy benefits under Employer's Plan;
- Employer's enrollment is not within +/-10% of 2,255 Subscribers;
- Employer moves any of the Plan benefits administered under this Agreement to another administrator or to a public or private exchange;
- A material reduction in Provider billed or published charges that results in a decrease in Anthem's discount of 10% or more;
- A change in law or regulation that materially impacts underwriting assumptions made at the time of the offer or renewal.

If Employer terminates the Pharmacy Services Schedule with PBM at any time, then Anthem shall have the right to amend the Administrative Services Fees indicated in Section 3 of Schedule A of this Agreement.

A. Base Administrative Services Fee

HMO

Base Administrative Services Fee:	$50.15	per Subscriber per month
Less Pharmacy Rebate Offset from Exhibit A to the Pharmacy Schedule:	($40.00)	per Subscriber per month
Total Administrative Services Fee After Offset:	**$10.15**	per Subscriber per month

Upon offer and acceptance of renewal, the Base Administrative Services Fee will be:

$50.15 per Subscriber per month from January 1, 2024 through December 31, 2024

$50.15 per Subscriber per month from January 1, 2025 through December 31, 2025

$51.62 per Subscriber per month from January 1, 2026 through December 31, 2026

Upon offer and acceptance of renewal, the Pharmacy Rebate Offset will be:

($40.00) per Subscriber per month from January 1, 2024 through December 31, 2024

($40.00) per Subscriber per month from January 1, 2025 through December 31, 2025

($40.00) per Subscriber per month from January 1, 2026 through December 31, 2026

POS

Base Administrative Services Fee:	$33.70	per Subscriber per month
Less Pharmacy Rebate Offset from Exhibit A to the Pharmacy Schedule:	($23.55)	per Subscriber per month
Total Administrative Services Fee After Offset:	**$10.15**	per Subscriber per month

Upon offer and acceptance of renewal, the Base Administrative Services Fee will be:

$33.70 per Subscriber per month from January 1, 2024 through December 31, 2024

$33.70 per Subscriber per month from January 1, 2025 through December 31, 2025

$34.55 per Subscriber per month from January 1, 2026 through December 31, 2026

Upon offer and acceptance of renewal, the Pharmacy Rebate Offset will be:

($23.55) per Subscriber per month from January 1, 2024 through December 31, 2024

($23.55) per Subscriber per month from January 1, 2025 through December 31, 2025

($23.55) per Subscriber per month from January 1, 2026 through December 31, 2026

Article 3(a) Retroactivity.

Notwithstanding anything to the contrary in the Agreement, Anthem reserves the right to limit the effective date of retroactive enrollment to a date not earlier than 60 days prior to the date the notice is received and Anthem reserves the right to limit retroactive terminations to a maximum of 60 days prior to the date the notice is received. Anthem reserves the right to not process Claims for retroactive additions beyond 60 days and to not pursue recovery of Claims for retroactive terminations beyond 60 days. Additionally, Anthem is not required to initiate recovery services if the Provider agreement or any law or regulation precludes recovery. Anthem shall credit per Subscriber per month and per Member per month Administrative Services Fees for each retroactive deletion up to a maximum of 60 days and shall charge Administrative Services Fees for each retroactive addition up to a maximum of 60 days.

B. Health and Wellness Program Fees

Enhanced Wellbeing Solutions Foundational Program: Included in Base Administrative Services Fee

Upon offer and acceptance of renewal, this fee will be:

Included in Base Administrative Services Fee from January 1, 2024 through December 31, 2024

Included in Base Administrative Services Fee from January 1, 2025 through December 31, 2025

Included in Base Administrative Services Fee from January 1, 2026 through December 31, 2026

C. Other Fees or Credits

Fee for Subrogation Services. The charge to Employer is 25% of gross subrogation recovery.

Fee for Overpayment Identification, Prevention, and Claims Prepayment Analysis Activities. The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prevention or prepayment analysis activities and the amount that was charged to Employer following performance of prevention or prepayment analysis activities. This includes, but is not limited to, COB, Host Blue activities, contract compliance, and eligibility. The fee for Overpayment Identification, Prevention, and Claims Prepayment Analysis Activities will not exceed $25,000.00 per Claim.

Fee for Independent Claims Review: $500.00 per independent review.

Fees and Costs for Independent Dispute Resolution. Notwithstanding anything to the contrary in the Agreement, Employer shall assume liability for payment of all fees and costs, including but not limited to arbitrator fees, charged to or paid by Anthem as part of independent dispute resolution processes.

Enhanced Personal Health Care Fee. A fee shall be charged for Anthem's oversight of Enhanced Personal Health Care with Providers or Vendors. Such fee shall be 25% of the per attributed Member per month amount charged to Employer for the Provider performance bonus portion of the Enhanced Personal Health Care program. These charges are included in Paid Claims on the invoice and may accumulate towards any stop loss policy amounts.

Capitation Fee. A capitation fee shall be charged for Anthem's oversight and care coordination of designated Members. Such fee shall be 20% of the capitated Provider payment. These charges are included in Paid Claims on the invoice and may accumulate towards any stop loss policy amounts.

Discount Share. Employer agrees to pay an additional amount based on the difference between Billed Charges for Covered Services and the Negotiated Amount. The "Negotiated Amount" is the amount Anthem, an Anthem Affiliate and/or Host Blue is contractually obligated to pay a Network Provider under a negotiated reimbursement arrangement, before application of Member cost-share amounts, such as deductibles, copayments and coinsurance. Prescription Drug Claims, Payment Innovation Program payments and Claims paid on a capitated basis are all excluded from the fee calculation. In addition, Claims paid at the out-of-network level of benefits using the Traditional Network fee schedule are excluded from the fee calculation. The Discount Share is equal to: 2% per Claim, up to $5,000.00 per Claim. These charges are included in Paid Claims as claim related charges on the invoice and may not accumulate towards any stop loss policy amounts.

Non-Network Savings Fee. If Anthem or its Vendor negotiates with a non-Network Provider for Covered Services from the non-Network Provider, Employer will pay a fee equal to 50% of the difference between the non-Network Provider's Billed Charges and the amount Anthem uses to calculate Plan liability for the Covered Service (the "Plan Liability Amount"). In the case of facility-based Provider Claims, Plan Liability Amount will be based on the negotiated rate; if negotiations are not successful, the Plan Liability Amount shall be determined using a pricing tool. In the case of professional Provider Claims, Plan Liability Amount will be based upon the negotiated rate obtained by Anthem or its Vendor, if applicable (in the absence of successfully negotiated Claims, there will be no fee charged as the amount will be determined by the local Blue plan). These Claims will not be included in any Performance Guarantee calculations.

Unidentified Recoveries. Anthem shall retain any funds received through recovery processes that are paid to Anthem and, following good faith and reasonable efforts, cannot be tied to a specific Employer or Member.

Plan Program Credit. Anthem will provide a Plan Program Credit in the amount of $161,000.00. The Plan Program Credit only applies to expenses that are incurred and credited from January 01, 2023 through December 31, 2023 and, subject to Anthem approval, may be applied towards any combination of the following:

- Plan Communications
- Anthem health and wellness programs

The Plan Program Credit does not apply towards third party health and wellness programs, personnel costs, general consultant expenses, commissions, travel, office equipment and supplies, cash incentives, and programming expenses that are not directly related to the administration of health care benefits. Anthem may pay a third party directly for approved Plan Program Credit amounts upon written direction from Employer.

Integrated Engagement Services Preferred. Included in the Base Administrative Services Fee

Includes 5 integrations. Additional fees will be incurred for new integrations with non-Anthem vendors. To the extent any Carve-Out Administrators (as defined in the Integrated Engagement Services Preferred Schedule) charge Anthem a fee to access, send or process data, such fee will be passed through to Employer.

Integrated Engagement Services Preferred Early Termination Fee. Employer shall pay Anthem the early termination fee described below if Employer terminates the Integrated Engagement Services Preferred Schedule, before the identified time period has expired, for any reason other than Anthem's failure to comply with a material duty or obligation related to the administration of the Integrated Engagement Services Preferred Schedule. If Employer terminates the Integrated Engagement Services Preferred Schedule 12 months or less after that Schedule's Effective Date, Employer shall pay $60,000.00 to Anthem. If Employer terminates the Integrated Engagement Services Preferred Schedule more than 12 months but less than 24 months after that Schedule's Effective Date, Employer shall pay $30,000.00 to Anthem. No fee is assessed if Employer terminates the Integrated Engagement Services Preferred Schedule 24 months or more after that Schedule's Effective Date.

Fee for Non-Standard Payment Terms for Paid Claims. Under Anthem's standard payment terms, the Invoice Due Date as specified in the invoice is 3 business days or less from the date the invoice is sent. Employer has negotiated a non-standard payment arrangement whereby the Invoice Due Date set forth in the invoice will be 7 business days following the date that the invoice is sent. The fee for this arrangement is waived for this Agreement Period.

Fee for Non-Standard Payment Terms for Administrative Services Fees. Under Anthem's standard payment terms, the Invoice Due Date as specified in the invoice is 3 business days or less from the date the invoice is sent. Employer has negotiated a non-standard payment arrangement whereby the Invoice Due Date set forth in the invoice will be 7 business days following the date that the invoice is sent. The fee for this arrangement is waived for this Agreement Period.

Section 4. Paid Claims, Billing Cycle and Payment Method

A. Paid Claims

Paid Claims are described in Article 1-Paid Claims Definition of the Agreement.

B. Billing Cycle

Weekly

Anthem shall notify Employer of the amount due to Anthem as a result of Claims processed and paid by Anthem according to the billing cycle described above. The actual date of notification of Paid Claims and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities, unless otherwise indicated in Section 3(C) of this Schedule A.

C. Payment Method

ACH or Wire Transfer Reimbursement for Paid Claims. Employer shall deposit the amount due in a designated Anthem bank account by the Invoice Due Date. The deposit shall be made in accordance with any policies and regulations of the bank necessary to assure that the deposit is credited to Anthem's account no later than the next business day.

Section 5. Administrative Services Fees Billing Cycle and Payment Method

A. Billing Cycle

Monthly List Bill (pay as billed)

Anthem shall notify Employer of the amount due to Anthem pursuant to Section 3 of Schedule A according to the billing cycle described above. The actual date of notification of amounts due and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities.

B. Payment Method

ACH or Wire Transfer Reimbursement. Employer shall deposit the amount due in a designated Anthem bank account by the Invoice Due Date. The deposit shall be made in accordance with any policies and regulations of the bank necessary to assure that the deposit is credited to Anthem's account no later than the next business day.

Section 6. Claims Runout Services

A. Claims Runout Period

Medical:

Claims Runout Period shall be for the 12 months following the date of termination of this Agreement.

B. Claims Runout Administrative Services Fee

Medical:

The fee for Claims Runout Services will be equal to 9% of Claims processed and paid by Anthem or through Inter-Plan Arrangements. Fees in Sections 3(B) and 3(C) of this Schedule A that (i) are associated with Claims processed or reviewed during the Claims Runout Period including without limitation subrogation fees, Claims prepayment analysis fees, recovery fees, discount share fees, network access fees; or (ii) apply to the Agreement Period but were not billed during the Agreement Period, will be billed and payable during the Claims Runout Period. Payment is due to Anthem by the Invoice Due Date.

Section 7. Inter-Plan Arrangements

Certain fees and compensation are charged each time a Claim is processed through the BlueCard Program and include, but are not limited to, Access Fees, Administrative Expense Allowance Fees, Central Financial Agency Fees and ITS Transaction Fees. Other Inter-Plan Arrangement related fees that Anthem may charge include, but are not limited to, fees for BlueCross Blue Shield Global Core® Program services. These fees may be separately billed or included in Paid Claims. The extent to which these fees and compensation are (i) included in the Base Administrative Services Fee; or (ii) included in Paid Claims or separately billed to Employer is as follows:

BlueCard Fees

Access Fees and AEA will be included in the Base Administrative Services Fees for Claims incurred in the Anthem Service Areas for the following states: California, Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri, Nevada, New Hampshire, New York, Ohio, Virginia, and Wisconsin.

Access Fees (Network Provider Claims only):

• 2.02% for 1,000 - 9,999 Blue PPO enrolled Subscribers of network savings, capped at $2,000.00 per Claim.

Administrative Expense Allowance Fees ("AEA") (Network Provider and Non-Network Provider Claims):

• Network Provider - $4.00 per professional Claim and $9.75 per institutional Claim for 1,000–49, 999 Blue PPO enrolled Subscribers.

• Non-Network Provider - $3.00 per Claim.

Central Financial Agency Fee ("CFA") (Network Provider, Non-Network Provider and Blue Cross Blue Shield Global Core Claims):

• $0.35 per payment notice.

ITS Transaction Fee ("ITS") (Network Provider, Non-Network Provider and Blue Cross Blue Shield Global Core Program Claims):

• $0.05 per transaction.

Blue Cross Blue Shield Global Core Fees

Administrative Expense Allowance Fee:

• $4.35 per Member-submitted Claim;

• $5.50 per professional Claim; and

• $18.55 per institutional Claim.

All other fees associated with the Blue Cross Blue Shield Global Core program, except the CFA and ITS Fees described above, are included in the Base Administrative Services Fee.

Section 8. Other Amendments. The Administrative Services Agreement is otherwise amended as follows:

Notice of Loss of Grandfathering Status

In the event Employer maintains a grandfathered health plan(s), as that term is used in the Patient Protection and Affordable Care Act ("PPACA"), Employer shall not make any changes to such plan(s), including, but not limited to, changes with respect to Employer contribution levels, without providing Anthem with advance written notice of the intent to change such plan(s). Making changes to grandfathered plans without notice to Anthem may result in the plan(s) losing grandfathered status and significant penalties and/or fines to Employer and Anthem. In the event Employer implements changes to its plan(s) and does not provide advance notice to Anthem, Employer agrees to indemnify Anthem according to the indemnification provisions set forth elsewhere in this Agreement for any penalties, fines or other costs assessed against Anthem.

Additionally, at each renewal after September 23, 2010, Employer shall affirm in writing, upon reasonable request of Anthem, that it has not made changes to its plan(s) that would cause the plan(s) to lose its/their grandfathered status.

If Employer loses grandfathered Plan status under PPACA and notifies Anthem of such loss no fewer than 90 days before the effective date of the change, Anthem will implement the additional group market (insurance) reforms that apply to non-grandfathered health Plans subject to the provisions of Article 18 of this Agreement.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: _____

Title: Vice President, Sales and Client Management

Date: October 9, 2023

SCHEDULE B
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Schedule B shall govern the Agreement Period from January 1, 2023 through December 31, 2023. For purposes of this Agreement Period, this Schedule B shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule B, the terms of this Schedule B shall control.

The following is a list of services that Anthem will provide under this Agreement for the Base Administrative Services Fee listed in Section 3(A) of Schedule A. These services will be furnished to Employer in a manner consistent with Anthem's standard policies and procedures for self-funded plans.

Anthem may also offer additional, optional services to Employer, and such services, whether or not purchased by Employer, are not included in the services set forth below in this Schedule B. By way of example and not limitation, Anthem may offer certain optional programs that include utilization management activities. In such event, the services associated with those programs are not included in the services described below. Services under Article 13 will only be pursued or performed for Claims associated with these programs or that would have been impacted by these programs if the programs are purchased by Employer. If Employer has purchased such services, those services and any additional fees are also listed in Schedule A.

SERVICES INCLUDED IN THE BASE ADMINISTRATIVE SERVICES FEE IN SECTION 3A OF SCHEDULE A

Management Services

Anthem's benefits and administration as described in this paragraph:

- Anthem definitions, and exclusions
- Anthem complaint and appeals process (One mandatory level of appeal, one voluntary level of appeal)
- Claims incurred and paid as provided in Schedule A, excluding activities related to Claim recovery
- Accumulation toward plan maximums beginning at zero on effective date
- Anthem Claim forms
- ID card
- Explanation of Benefits (Non-customized)

• Acceptance of electronic submission of eligibility information in HIPAA-compliant format
• Preparation of Benefits Booklet (accessible via internet)
• Account reporting - standard data reports
• Standard billing and banking services
• Plan Design consultation
• Employer eServices
  - Add and delete Members
  - Download administrative forms
  - View Member Benefits and request ID cards
  - View eligibility
  - View Claim status and detail
• Responsible Reporting Entity for the Plan
• Information for preparation of SBC

Claims and Customer Services

- Claims processing services
- Medicare crossover processing
- Employer customer service, standard business hours
- Member customer service, standard business hours
- 1099s prepared and delivered to Providers
- Residency-based assessments and/or surcharges and other legislative reporting requirements
- Member eServices
- Member identity theft and credit monitoring and identity repair

Care Management

- Health Care Management
  - Referrals
  - Utilization management
  - Case management
  - Anthem Medical Policy
- SpecialOffers
- Member Digital Tools

Networks

- Network Access and Management
- Online Provider directory

Other Services Required by Federal Law not Otherwise Specified in the Agreement (as of the applicable effective date)

- Advance explanation of benefits
- Member cost transparency tool access
- Continuity of care administration for Provider termination from the network
- Air ambulance Provider reporting
- Upon request, Anthem will provide the non-quantitative treatment limitation analysis for the standard services that Anthem provides under the Agreement. Anthem will also provide reasonable assistance to Employer in the event of a regulatory audit for compliance with the Mental Health Parity and Addiction Equity Act.
- Posting of machine readable files on a monthly basis for the services Anthem administers for the Plan on www.anthem.com
- Aggregated Consolidated Appropriations Act Section 204 reporting (currently referred to as RxDC reporting) as applicable for the services that Anthem provides under the Agreement. This reporting does not include the D1 Premium and Life Years report.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: Robert Fenn

Title: Vice President, Sales and Client Management

Date: October 9, 2023

SCHEDULE C
TO THE
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Schedule C provides certain guarantees pertaining to Anthem's performance under the Agreement between the Parties ("Performance Guarantees") and shall be effective for the period from January 1, 2023 through December 31, 2023 (the "Performance Period"). Descriptions of the terms of each Performance Guarantee applicable to the Parties are set forth in the Attachments (the "Attachments") to this Schedule C and made a part of this Schedule C. This Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule C, the terms of this Schedule C shall control. If there are any inconsistencies between the terms contained in this Schedule, and the terms contained in any of the Attachments to this Schedule C, the terms of the Attachments to this Schedule C shall control unless otherwise specified.

Section 1. **General Conditions**

A. The Performance Guarantees described in the Attachments to this Schedule C shall be in effect only for the Performance Period indicated above, unless specifically indicated otherwise in the Attachments. Each Performance Guarantee shall specify a/an:

1. Performance Category. The term Performance Category describes the general type of Performance Guarantee.

2. Reporting Period. The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.

3. Measurement Period. The term Measurement Period is the period of time under which Anthem's performance is measured, which may be the same as or differ from the period of time equal to the Performance Period.

4. Penalty Calculation. The term Penalty Calculation generally refers to how Anthem's payment will be calculated, in the event Anthem does not meet the target(s) specified under the Performance Guarantee.

5. Amount at Risk. The term Amount at Risk means the amount Anthem may pay if it fails to meet the target(s) specified under the Performance Guarantee.

B. Anthem shall conduct an analysis of the data necessary to calculate any one of the Performance Guarantees within the timeframes provided in the Attachments to this Schedule C. In addition, any calculation of Performance Guarantees, reports provided, or analysis performed by Anthem shall be based on Anthem's then current measurement and calculation methodology, which shall be available to Employer upon request.

C. Any audits performed by Anthem to test compliance with any of the Performance Guarantees shall be based on a statistically valid sample size with a 95% confidence level.

D. If the Parties do not have an executed Agreement, Anthem shall have no obligation to make payment under these Performance Guarantees.

E. Unless otherwise specified in the Attachments to this Schedule C, the measurement of the Performance Guarantee shall be based on data that is maintained and stored by Anthem or its Vendors.

F. If Employer terminates the Agreement between the Parties prior to the end of the Performance Period, or if the Agreement is terminated for non-payment, then Employer shall forfeit any right to collect any further payments under any outstanding Performance Guarantees, whether such Performance Guarantees are for a prior or current Measurement Period or Performance Period.

G. Anthem reserves the right to make changes to any of the Performance Guarantees provided in the Attachments to this Schedule C upon the occurrence, in Anthem's determination, of:

1. a change to the Plan benefits or the administration of the Plan initiated by Employer that results in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee;

2. an increase or decrease of 10% or more of the number of Members that were enrolled for coverage on the latter of the effective date or renewal date of this Agreement;

3. a change in law or regulation that materially impacts underwriting assumptions made at the time of offering such Performance Guarantees.

Should there be a change in occurrence as indicated above and these changes negatively impact Anthem's ability to meet the Performance Guarantees, Anthem shall have the right to modify the Performance Guarantees contained in the Attachments.

H. For the purposes of calculating compliance with the Performance Guarantees contained in the Attachments to this Schedule C, if a delay in performance of, or inability to perform, a service underlying any of the Performance Guarantees is due to circumstances which are beyond the control of Anthem, or its Vendors, including but not limited to any act of God, civil riot, floods, fire, acts of terrorists, acts of war or power outage, such delayed or non-performed service will not count towards the measurement of the applicable Performance Guarantee.

I. Some Performance Guarantees measure and compare year to year performance. The term Baseline Period refers to the equivalent time period preceding the Measurement Period. Anthem will require specified historical Claims and utilization data to establish the Baseline Period for the first year of a Performance Guarantee utilizing a Baseline Period.

J. As determined by Anthem, Performance Guarantees may be measured using either aggregated data or Employer-specific Data. The term Employer-specific Data means the data associated with Employer's Plan that has not been aggregated with other employer data. Performance Guarantees will specify if Employer-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.

K. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if the Employer participates in the program and its components for the entirety of the Measurement Period associated with the Performance Guarantee.

L. All Performance Guarantees in which Anthem will make outbound calls or will reach out through email or other means to members will exclude members who Anthem cannot reach due to incorrect or invalid telephone numbers, including numbers where permission is required by law but not provided, or those members who have requested that Anthem not contact them.

M. All Performance Guarantees may be revisited and may potentially be impacted due to a cause beyond the reasonable control of a Party such as a pandemic (an outbreak of disease that affects an exceptionally high proportion of members) being declared by the Centers for Disease Control or if a Force Majeure event (meaning an act of God, civil or military disruption, terrorism, fire, strike, flood, riot or war) occurs during the Measurement or Baseline Period that impacts a meaningful portion of the Employer population.

Section 2. Payment

A. If Anthem fails to meet any of the obligations specifically described in a Performance Guarantee, Anthem shall pay Employer the amount set forth in the Attachment described under the Performance Guarantee. Payment shall be in the form of a credit on Employer's invoice for Administrative Services Fees, which will occur annually unless otherwise stated in the Performance Guarantee.

B. Notwithstanding the above, Anthem has the right to offset any amounts owed to Employer under any of the Performance Guarantees contained in the Attachments to this Schedule C against any amounts owed by Employer to Anthem under: (1) any Performance Guarantees contained in the Attachments to this Schedule C; (2) the Agreement; or, (3) any applicable Stop Loss Policy

C. Notwithstanding the foregoing, Anthem's obligation to make payment under the Performance Guarantees is conditioned upon Employer's timely performance of its obligations provided in the Agreement, in this Schedule C, and the Attachments, including providing Anthem with the information or data required by Anthem in the Attachments. Anthem shall not be obligated to make payment under a Performance Guarantee if Employer or Employer's vendor's action or inaction adversely impacts Anthem's ability to meet any of its obligations provided in the Attachments related to such Performance Guarantee, which expressly includes but is not limited to Employer or its vendor's failure to timely provide Anthem with accurate and complete data or information in the form and format expressly required by Anthem.

D. Where the Amount at Risk for a Performance Guarantee is on a percentage of a Per Subscriber Per Month (PSPM) fee basis, the Guarantee will be calculated by multiplying the PSPM amount by the actual annual enrollment during the Measurement Period.

Section 3. Performance Guarantee Amounts at Risk

A. Amount at Risk

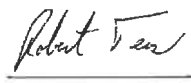
The total amount at risk for the below performance guarantees between Anthem and Augusta Richmond County shall not exceed the following:

- Operations Guarantees: 20% of Base Medical Administration fees
- Network Guarantees: 20% of Base Medical Administration fees

B. Maximum Amount Payable

The maximum amount payable under all guarantees between Anthem and Augusta Richmond County shall not exceed 40% of the Base Medical Administration fees. The Maximum Amount Payable provisions above do not apply to Pharmacy-related Performance Guarantees.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: 

Title: Vice President, Sales and Client Management

Date: October 9, 2023

ATTACHMENT 1 TO SCHEDULE C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

Operations Performance Guarantees

This Attachment is made part of Schedule C and will be effective for the Performance Period from January 1, 2023 through December 31, 2023. This Attachment is intended to supplement and amend the Agreement between the Parties.

Performance Category	**Amount At Risk**
Claims Timeliness - (14 Calendar Days)	4% of Base Admin. Services Fees
Claims Financial Accuracy	4% of Base Admin. Services Fees
Claims Accuracy	2% of Base Admin. Services Fees
Average Speed to Answer	2% of Base Admin. Services Fees
First Call Resolution	2% of Base Admin. Services Fees
Member Satisfaction NPS	2% of Base Admin. Services Fees
Management Reports	2% of Base Admin. Services Fees
Account Management Satisfaction	2% of Base Admin. Services Fees
Total Amount At Risk – Operations	**20%**

Additional Terms and Conditions:

- For purposes of imposing penalties, measurement shall not begin until the start of the fourth month of the initial Agreement period for the following measures: Claims Timeliness, Claims Financial Accuracy, Claims Accuracy, Average Speed of Answer, and First Call Resolution.

- Performance will be based on the results of a designated service team/business unit assigned to Augusta Richmond County, unless the guarantee is noted as measured with Employer-specific Data.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Claims Timeliness (14 Calendar Days)	4% of Base Admin. Services Fees	A minimum of 90% of Non-investigated medical Claims will be processed timely. Non-investigated Claims are defined as medical Claims that process through the system without the need to obtain additional information from the Provider, Subscriber or other external sources. Processed Timely is defined as Non-investigated medical Claims that have been adjudicated within 14 calendar days of receipt. This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims. The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter, Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented. This will be measured with Employer-specific Data.	**Result** 90.0% or Greater 88.0% to 89.9% 86.0% to 87.9% 85.0% to 85.9% Less than 85.0%	**Penalty** None 25% 50% 75% 100%	**Measurement Period** Annual **Reporting Period** Annual
Claims Financial Accuracy	4% of Base Admin. Services Fees	A minimum of 99% of medical Claim dollars will be processed accurately. This Guarantee will be calculated based on the total dollar amount of audited medical Claims paid correctly divided by the total dollar amount of audited medical Paid Claims. The calculation of this Guarantee includes both underpayments and overpayments. The calculation of this Guarantee does not include Claim adjustments or Claims in any quarter in which an Employer requests changes to Plan benefits, until all such changes have been implemented.	**Result** 99.0% or Greater 98.0% to 98.9% 97.0% to 97.9% 96.0% to 96.9% Less than 96.0%	**Penalty** None 25% 50% 75% 100%	**Measurement Period** Annual **Reporting Period** Annual

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period
Claims Accuracy	2% of Base Admin. Services Fees	A minimum of 97% of medical Claims will be paid or denied correctly. This Guarantee will be calculated based on the number of audited medical Claims paid and denied correctly divided by the total number of audited medical Claims paid and denied. The calculation of this Guarantee excludes in any quarter Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.	**Result** / **Penalty** 97.0% or Greater — None 96.0% to 96.9% — 25% 95.0% to 95.9% — 50% 94.0% to 94.9% — 75% Less than 94.0% — 100%	**Measurement Period** Annual **Reporting Period** Annual
Average Speed to Answer	2% of Base Admin. Services Fees	The average speed to answer (ASA) will be 45 seconds or less. ASA is defined as the average number of whole seconds members wait and/or are in the telephone system before receiving a response from a customer service representative (CSR) or an interactive voice response (IVR) unit. This Guarantee will be calculated based on the total number of calls received in the customer service telephone system.	**Result** / **Penalty** 45 seconds or less — None 46 to 48 seconds — 25% 49 to 51 seconds — 50% 52 to 54 seconds — 75% 55 or more seconds — 100%	**Measurement Period** Annual **Reporting Period** Annual
First Call Resolution	2% of Base Admin. Services Fees	A minimum of 85% of member calls will be resolved during the initial contact with no further follow up required. First Call Resolution is defined as member callers receiving a response to their inquiry during an initial contact with no further follow-up required. This Guarantee will be calculated based on the total number of members who receive a First Call Resolution divided by the total number of calls received into the customer service telephone system.	**Result** / **Penalty** 85.0% or Greater — None 83.0% to 84.9% — 25% 81.5% to 82.9% — 50% 80.0% to 81.4% — 75% Less than 80.0% — 100%	**Measurement Period** Annual **Reporting Period** Annual

<table>
<tr><th>Performance Category</th><th>Amount at Risk</th><th>Guarantee</th><th>Penalty Calculation</th><th>Measurement and Reporting Period</th></tr>
<tr>
<td>Member Satisfaction – NPS</td>
<td>2% of Base Admin. Services Fees</td>
<td>This Guarantee establishes a Quality Benchmark transactional Net Promoter Score (NPS) of 40. Anthem will either: (i) meet or exceed the Quality Benchmark; or, (ii) there will be an improvement in the Net Promoter Score from the Baseline Period.
The survey is conducted after a member contacts a customer service representative (CSR). Each member who completes a transaction with Anthem will be asked to provide a rating on a scale from 0 (Not at All Likely) to 10 (Extremely Likely) to a question that asks how likely the member would recommend Anthem to a friend or colleague based on the member's most recent transaction. The transactional Net Promoter Score will be calculated by subtracting the percentage of Detractors (members who provide a rating from 0 to 6) from the percentage of Promoters (members who provide a rating of 9 or 10).
To determine the results for (i), Anthem shall compare the Net Promoter Score in the Measurement Period to the Quality Benchmark.
The improvement for (ii) will be determined by comparing the Net Promoter Score in the Measurement Period to the Net Promoter Score in the Baseline Period.
The Baseline Period is the equivalent time period preceding the Measurement Period.
This will be measured with Employer-specific Data.</td>
<td>
<table>
<tr><th>Result</th><th>Penalty</th></tr>
<tr><td>Net Promoter Score increased</td><td>None</td></tr>
</table>
If Net Promoter Score stayed to same or decreased AND is
<table>
<tr><th>Result</th><th>Penalty</th></tr>
<tr><td>40 or Greater</td><td>None</td></tr>
<tr><td>39.0 to 39.9</td><td>25%</td></tr>
<tr><td>38.0 to 38.9</td><td>50%</td></tr>
<tr><td>37.0 to 38.9</td><td>75%</td></tr>
<tr><td>Less than 37.0</td><td>100%</td></tr>
</table>
</td>
<td><u>Measurement Period</u>
Annual

<u>Reporting Period</u>
Annual</td>
</tr>
<tr>
<td>Management Reports</td>
<td>2% of Base Admin. Services Fees</td>
<td>Standard automated reports will be made available to Employer by no later than 25 calendar days following the end of the month.
The reports will include financial, utilization and clinical information.
This will be measured with Employer-specific Data.</td>
<td>
<table>
<tr><th>Result</th><th>Penalty</th></tr>
<tr><td>Reports are late 1 month</td><td>None</td></tr>
<tr><td>Reports are late 2 months</td><td>25%</td></tr>
<tr><td>Reports are late 3 or more months</td><td>100%</td></tr>
</table>
</td>
<td><u>Measurement Period</u>
Annual

<u>Reporting Period</u>
Annual</td>
</tr>
</table>

<table>
<tr><th>Performance Category</th><th>Amount at Risk</th><th>Guarantee</th><th>Penalty Calculation</th><th>Measurement and Reporting Period</th></tr>
<tr><td>Account Management Satisfaction</td><td>2% of Base Admin. Services Fees</td><td>A minimum average score of 3.0 will be attained on the Account Management Satisfaction Survey (AMSS).
A minimum of 3 responses per Employer to the AMSS is required to base the score on Employer-specific responses only. If 3 responses are received from the Employer, an average score is calculated by adding the scores from each respondent divided by the total number of Employer respondents. If fewer than 3 responses are received, the score will be calculated as follows:
2 Employer responses: 2/3 of the score will be based on Employer-specific AMSS results and 1/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team.
1 Employer- response: 1/3 of the score will be based on Employer- specific AMSS results and 2/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team.
0 Employer responses: The score will be based on the aggregate score of all AMSS results received by the Account Management Team.</td><td><table><tr><th>Result</th><th>Penalty</th></tr><tr><td>3.0 or higher</td><td>None</td></tr><tr><td>2.5 to 2.9</td><td>25%</td></tr><tr><td>2.0 to 2.4</td><td>50%</td></tr><tr><td>Less than 2.0</td><td>100%</td></tr></table></td><td><u>Measurement Period</u>
Annual

<u>Reporting Period</u>
Annual</td></tr>
</table>

ATTACHMENT 2 TO SCHEDULE C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

Network Guarantees

This Attachment is made part of Schedule C and will be effective for the Performance Period from January 1, 2023 through December 31, 2023. This Attachment is intended to supplement and amend the Agreement between the Parties.

Performance Category	**Amount At Risk**
Network Provider Discount – Expected Discount 63.1%	20% of Base Admin. Services Fees
Total Amount At Risk - Network	**20%**

Additional Terms and Conditions

- This/These Guarantee(s) applies to following time periods:(Measurement Period)
  - Year 1: Claims Incurred from January 1, 2023 through December 31, 2023 and Paid from January 1, 2023 and through March 31, 2024.
- This Guarantee excludes the following Providers: Children's Healthcare Network.
- This Guarantee excludes the total Claims Charges for any Member that exceeds $150,000 in paid claims in the Measurement Period.
- Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of the following conditions occur:
  - Anthem is no longer the sole administrator for Employer's Plan
  - Employer fails to maintain at least an average enrollment of enrollment of 2,022 Subscribers.
  - As previously mentioned, a change to the Plan benefits or the administration of the Plan initiated by Employer that results in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee.
  - Anthem will use Employer's service mix to determine a composite Network Discount. For example:

Service	**Proposed Discount Guarantee %**	**Actual Utilization at Policy Year End**	**Final Discount**
Inpatient	51.0%	30.6%	53.1%
Out Patient	55.0%	37.8%	54.2%
Professional	48.0%	31.6%	49.0%
Composite Discount*	51.6%	100.0%	52.22%
	*Composite Discount using Group Utilization		

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period
Network Provider Discount	20% of Base Admin. Services Fees	Anthem guarantees a minimum Network Provider Discount based upon the following Target Amounts: 58.4% Inpatient Hospital/ 70.0% Outpatient Hospital/ 56.8% Professional. This Guarantee excludes the following Providers: Children's Healthcare Network. This Guarantee excludes the total Claims Charges for any Member that exceeds $150,000 in paid claims in the Measurement Period. Eligible Claim Charges are defined as charges for Covered Services provided to Members enrolled in OA POS Plans. Eligible Claim Charges will be based on Anthem primary Claims only and will not include charges related to Prescription Drug Claims, Inter-Plan Program fees, state surcharges, Anthem Provider payment innovation programs or services rendered outside the United States. Allowed Amount is defined as the amount paid by Anthem to OA POS Network Providers on Eligible Claim Charges plus any Member Cost Shares. This Guarantee will be calculated by dividing the OA POS Network Provider Allowed Amount by the OA POS Network Provider Eligible Claim Charges. The resulting percentage shall be subtracted from 100% to determine the Network Provider Discount. The resulting percentage shall be subtracted from 100% to determine the Network Provider Discount. This will be done for each service. Anthem will then apply Employer's actual utilization to both the actual discount and Target Amounts and then determine the difference between a composite result achieved versus the composite result based on the Target Amounts. Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of the following conditions occur: • Anthem is no longer the sole administrator for Employer's Plan • Employer fails to maintain at least an average enrollment of 2,022 Subscribers.	If Actual Results are lower than the final Guarantee by: **Result** / **Penalty** 0-2% / None 2.1%-3.0% / 25% 3.1%-4.0% / 50% 4.1%-5.0% / 75% More than 5.0% / 100%	**Measurement Period** *This period applies to Claims incurred from January 1, 2023 through December 31, 2023 and Paid from January 1, 2023 and through March 31, 2024. **Reporting Period** Annual

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period
		• The geographic distribution of Subscribers changes by more than 5% in any state or 10% in total from the Employer census provided for purposes of establishing this Guarantee. Only Claims submitted to a Blue Cross and/or Blue Shield licensee for processing and adjudication shall be considered for purposes of this Discount Guarantee. This Guarantee assumes that, per the uniform data standard specifications released on 12/9/2020, Provider billed charge trend will be as follows: 6% inpatient, 7% outpatient and 4.5% professional. This Guarantee is subject to modification if actual billed charge trend falls below these amounts." This will be measured with Employer-specific Data.		

PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Pharmacy Benefits Administrative Services Schedule ("Pharmacy Services Schedule") is by and between Employer and CarelonRx, Inc., an Anthem Affiliate that will be referenced as the pharmacy benefits manager ("PBM") for the purposes of this Pharmacy Services Schedule. The Pharmacy Services Schedule supplements and amends the Agreement between the Parties and is effective from 1/1/2023 through 12/31/2027 (which, for purposes of this Pharmacy Services Schedule and its Exhibits, is defined as the "Agreement Period"). Description of the Pharmacy Services and applicable fees for such services are set forth in the Exhibits (the "Exhibits") to this Pharmacy Services Schedule and made a part of this Pharmacy Services Schedule. In the event of an inconsistency between the applicable provisions of this Pharmacy Services Schedule and the Agreement, the terms of this Pharmacy Services Schedule shall govern, but only as they relate to the Pharmacy Services. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect. If there are any inconsistencies between the terms contained in this Schedule, and the terms contained in any of the Exhibits to this Pharmacy Benefits Schedule, the terms of the Exhibits shall control.

A. **Definitions**. The following definitions apply to this Pharmacy Services Schedule. Terms not otherwise defined in this Pharmacy Services Schedule shall have the same meaning as such term is otherwise defined in the Agreement.

- **Annualized Adjusted Prescription Drug Claims**. The annualized sum of the total number of: (i) retail Prescription Drug Claims with less than 84 days supply; (ii) retail Prescription Drug Claims with greater than or equal to 84 days supply multiplied by a factor of 3; (iii) mail order Prescription Drug Claims multiplied by a factor of 3; and (iv) Specialty Prescription Drug Claims.
- **Authorized Generics**. Prescription Drugs produced by brand pharmaceutical companies and marketed under a private label, at Generic Drug prices. Authorized Generics are identical to their Brand Drug counterpart in both active and inactive ingredients.
- **Average Wholesale Price (AWP)**. The benchmark price of a Prescription Drug based on the actual 11-digit National Drug Code ("NDC") for the product and package size on the date dispensed to a member as established and reported by Medi-Span or by another nationally recognized pricing source selected by PBM in its sole discretion.
- **Biosimilar Products**. Drugs that (a) are highly similar to a US-licensed referenced biological product, notwithstanding minor differences in clinically inactive components, where there are no clinically meaningful differences between the biological product and the reference product in terms of the safety, purity, and potency of the product; and/or (b) are approved pursuant to 42 USC Section 262(k) or any successor legislative provision thereto.
- **Brand MAC**. A multi-source Brand Drug that is included on the Maximum Allowable Cost ("MAC") list and paid at the MAC cost basis.
- **Brand Name Prescription Drugs or Brand Drugs.**Products for which the Medi-Span multi-source code field equals "M", "N,", or "O" as of the fill date for the dispensed NDC-11.
- **Branded Generic Claims**. Multi-source Brand Drugs that were billed to the Employer at the Generic Drug cost.
- **Compound Drug**. A mixture of two or more ingredients when at least one of the ingredients in the preparation is an FDA-approved Prescription Drug, excluding the addition of only water or flavoring to any preparation.
- **Covered Prescription Services**. A Covered Service that is Prescription Drugs or other pharmaceutical products, services or supplies dispensed by a pharmacy to a Member for which coverage is provided in accordance with the Member's Benefits Booklet.
- **Dispense As Written Claims With Code 1**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because substitution was not allowed by the Provider.
- **Dispense As Written Claims With Code 2**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because the Member requested the Brand Drug.

- **Dispense As Written Claims With Code 3**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because the pharmacist selected the Brand Drug.
- **Dispense As Written Claims With Code 4**. Claims where a Brand Drug was dispensed when a Generic Drug exists, because the Generic Drug was not in stock.
- **Dispense As Written Claims With Code 5**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because the pharmacy dispensed the Brand Drug at the Generic Drug cost (also known as "House Generic Claims").
- **Dispense As Written Claims With Code 6**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because of an override.
- **Dispense As Written Claims With Code 7**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because the Brand Drug is mandated by state and federal laws and regulations.
- **Dispense As Written Claims With Code 8**. Claims where a Brand Drug was dispensed when a Generic Drug exists, because the Generic Drug is not available in the marketplace.
- **Dispense As Written Claims With Code 9**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because of other non-specified reason.
- **Dispense As Written Claims**. Claims where a Brand Drug was dispensed when a Generic Drug exists and is available.
- **Dispensing Fee**. The amount paid for professional services rendered by a licensed pharmacist in dispensing Prescription Drugs.
- **Drug Rebates**. Drug Rebates as referenced herein shall include Medical Drug Rebates and/or Prescription Drug Rebates.
- **Formulary**. The list of Prescription Drugs or products (which may include over-the-counter drugs, supplies, devices, equipment, and other items such as disposable insulin syringes, and other diabetic supplies) developed, published, and revised from time to time by PBM.
- **Generic Dispensing Rate**. The total number of Generic Prescription Drug Claims received by PBM divided by the total number of Prescription Drug Claims received by PBM.
- **Generic Prescription Drugs or Generic Drugs.**Products with a Medi-Span multi-source code field equal to "Y" as of the fill date and are not otherwise defined as Brand Drugs or Specialty Drugs.
- **Ingredient Cost**. The component of the prescription price that represents the charge for the ordered Prescription Drug product, supply, or other product (excluding any Dispensing Fee, administrative fee, or taxes).
- **Limited Distribution Drugs**. Drugs supplied by a limited number of pharmacies as determined by the drug manufacturer. Multiple pharmacies wholly owned by an entity or affiliated shall be considered one pharmacy for purposes of this definition.
- **Mail Order Pharmacy**. A Network Pharmacy that provides Covered Prescription Services to Members via mailing or shipping utilizing the United States Postal Service and/or other common shipping carrier, including FedEx and/or United Parcel Service.
- **Manufacturer Administrative Fees**. Amounts received by PBM directly or indirectly from manufacturers for administering, allocating, and collecting Prescription Drug Rebates that are attributable to Prescription Drugs.
- **Medical Drug Rebates**. Rebates Anthem and/or PBM receives directly from pharmaceutical manufacturers for Claims for Prescription Drugs administered by Anthem and covered under the medical benefit portion of the Plan(s).
- **Most Favored Nations Limitations**. Government restrictions that preclude pharmacies from making pricing agreements with PBMs or others that are more favorable than those afforded to state-run programs, such as Medicaid.
- **Multi-Source Brand Drug**. A Brand Drug that is no longer subject to patent exclusivity and is available in both brand and generic form from more than one manufacturer or labeler.

- **Network Pharmacy or Network Pharmacies**. A Mail Order Pharmacy, Retail Pharmacy, Specialty Pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense Covered Prescription Services to Members and has entered into a participating pharmacy Agreement with PBM or its Vendor to dispense Covered Prescription Services to Members.
- **New to Market Drug**. A Specialty Drug or product that is newly introduced for sale by pharmaceutical manufacturers and made available for dispense at pharmacies and shall be deemed as such for one hundred eighty (180) days following its NDC effective date.
- **Pharmacy Benefit Plan**. That portion of the Benefits Booklet that describes Covered Prescription Services that is administered by PBM. Pharmacy Benefit Plan coverage includes any deductible or co-insurance provided for under the Covered Prescription Services.
- **Powder Claims**. Claims for drugs where the dosage form, as identified by Medispan database or other nationally recognized pricing source selected by PBM in its sole discretion from time to time, is powder.
- **Prescription Drug**. Insulin and those drugs and drug compounds that are included in the U.S. Pharmacopoeia and that are required to be dispensed pursuant to a prescription or that are otherwise included on PBM's Formulary (e.g., certain over-the-counter drugs).
- **Prescription Drug Claim**. A Claim submitted to PBM for payment of Prescription Drug benefits that PBM invoices Employer for Prescription Drugs dispensed to Members by pharmacies. PBM's invoice shall be included as part of the invoice Anthem bills for other Paid Claims, as further set forth in the Agreement.
- **Prescription Drug Rebates**. Any rebate, Manufacturer Administrative Fees, and/or price protection payment associated with utilization that PBM receives and that is contingent upon and related directly to a Member's use of a Prescription Drug during the Agreement Period. Prescription Drug Rebates do not include any discount, price concession, or other direct or indirect remuneration PBM receives for the purchase of a Prescription Drug or for the provision of any products or services to manufacturer(s).
- **Retail Pharmacy**. A Network Pharmacy that provides Covered Prescription Services to Members at the point of sale or via delivery by an employee of the Network Pharmacy or contracted delivery courier. For purposes of clarification, delivery does not include mailing or shipping Covered Prescription Services to Members utilizing the United States Postal Service and/or other common shipping carrier, including FedEx and/or United Parcel Service.
- **Secondary Claims**. Claims where PBM is the secondary payer due to Coordination of Benefits (COB) with one or more other payers.
- **Single Source Generics**. Those Generic Drugs that are provided by three or fewer pharmaceutical manufacturers as defined at the GPI14 level or such Generic Drugs that are in the market with supply limitations or competitive restrictions.
- **Specialty Drugs**. Drugs dispensed from a Specialty Service Pharmacy and/or high-cost, injected, infused, oral, or inhaled medications (including therapeutic biological products) that are used to treat chronic or complex illnesses or conditions. Specialty Drugs may have special handling, storage, and shipping requirements, such as temperature control. Specialty Drugs may require nursing services or special programs to encourage patient compliance. The Specialty Drug list is a PBM developed and maintained list of Specialty Drugs and is modified by PBM from time to time.
- **Specialty Service Pharmacy**. A Network Pharmacy that provides Specialty Drugs to Members.
- **Specialty Starter Fill**. A prescription dispensed to Members who are initiating treatment on select medications for which: (a) the days' supply is typically limited to 15 days or less; (b) is a split fill; and (c) the NDC utilized for such medication is a specialty NDC.
- **Usual and Customary (U&C) Charge**. The amount a cash paying customer pays a pharmacy for a Prescription Drug. PBM shall require Network Pharmacies to submit the Usual and Customary Charges with all Claim submissions.
- **Zero Balance Claim**. A Claim where the Ingredient Cost plus Dispensing Fee plus tax is less than or equal to the Member cost share and the Member pays 100% of the Claim.

B. **Obligations of PBM.**

In addition to the services provided by Anthem under Article 2 of this Agreement, and if applicable to the Pharmacy Benefit Plan and as indicated in Exhibit B, PBM will provide the following pharmacy benefit management administrative and support services (the "Pharmacy Services"):

1. **Network Pharmacy Services.**

   a. PBM shall offer Employer access to a network of pharmacies that have entered into contractual arrangements with PBM or its Vendors under which such pharmacies agree to provide pharmacy services to Members and accept negotiated fees for such services ("Network Pharmacies"). PBM shall determine, in its sole discretion, which pharmacies shall be Network Pharmacies, and the composition of Network Pharmacies may change from time to time.

   b. PBM shall arrange for the dispensing of covered Prescription Drugs to Members through one or more networks of Network Pharmacies. If a Member obtains a covered Prescription Drug from a pharmacy that is not in the network, the Member shall be responsible for the total cost of the covered Prescription Drug. PBM's network will provide Members adequate access to the covered Prescription Drugs at the Network Pharmacies. Employer acknowledges that the availability of Prescription Drugs is subject to market conditions and that PBM cannot, and does not, assure the availability of any Prescription Drug from a Network Pharmacy.

   c. PBM and/or its Vendors shall perform periodic onsite or field audits of Network Pharmacies to ensure compliance with billing requirements as well as other terms and conditions of the Network Pharmacy agreements. PBM will pay Employer, or apply as a credit to invoices, one hundred percent (100%) of the amounts PBM recovers from these audits, minus a recovery fee as set forth in Exhibit A and, if applicable, Attachment 1 to Exhibit D. These audits are separate and distinct from daily Claims review audits, for which there is no additional fee and which are included in the list of services offered as part of the Pharmacy Administrative Services Fee as set forth in Exhibit B. Employer will be financially responsible for all expenses incurred in connection with audits of Network Pharmacies requested by Employer that are not required by applicable law.

   d. Pursuant to the terms of the contract between PBM and Network Pharmacy, no Network Pharmacy shall charge, collect a deposit from, or have any recourse against a Member for the covered Prescription Drugs other than applicable cost shares, including in the event of breach of the Agreement and/or this Pharmacy Services Schedule by Employer or insolvency of Employer. This provision shall survive the termination of the Agreement and/or this Pharmacy Services Schedule for any covered Prescription Drug provided to a Member prior to such termination.

   e. PBM shall offer Employer a Mail Order Pharmacy program through which Members may receive mail order covered Prescription Services. The Mail Order Pharmacy shall dispense Covered Prescription Drugs upon receipt from a Member of (i) a valid new or refill prescription order and (ii) applicable cost share. The covered Prescription Drug shall be mailed or shipped to the Member's address set forth in the eligibility file, or as appearing on the face of the prescription, so long as such address is within the United States. Additional fees for express mail, shipping or handling may be charged to Members. PBM may suspend such services to a Member if Member fails to remit any applicable cost share due.

   f. PBM shall offer Employer a specialty pharmacy program through which Members may receive specialty pharmacy drug services. PBM shall provide all necessary information and forms to Members to obtain these specialty Prescription Drug services.

   g. PBM shall operate a toll-free call center to respond to inquiries from Network Pharmacies regarding Pharmacy Services provided by PBM provided pursuant to this Pharmacy Services Schedule, including but not limited to technical and claims processing issues and Member eligibility verification ("Pharmacy Help Desk"). The Pharmacy Help Desk shall be available 24 hours a day, 7 days a week.

2. **Drug Formularies.**

   a. PBM will furnish and maintain a drug Formulary for use with the Pharmacy Benefit Plan, and PBM shall periodically review and update its Formulary. Employer shall adopt such Formulary as part of the design of the Pharmacy Benefit Plan. The drug Formulary will be made available to Members on PBM's web site and upon request may be provided to Employer in a mutually acceptable format for Employer's distribution to Members.

   b. PBM has placed certain Prescription Drugs on formularies that are developed through a process involving two committees, the Pharmacy and Therapeutics Committee ("P&T") and the Value Assessment Committee ("VAC"). The P&T examines the safety and efficacy of a Prescription Drug in comparison to similar drugs within a therapeutic class or used to treat a particular condition. The VAC examines member impact, provider impact, economics, law and regulations, and market dynamics as it determines tiering and utilization management edit placement of Prescription Drugs on the formularies in a manner consistent with the clinical determinations of the P&T.

   c. This provision is intentionally removed.

   d. If a Formulary exception process is included in the Employer's Plan design, in the event a Member or Provider believes that a Prescription Drug or supply not included on a Formulary is medically necessary to treat the Member's individual condition, the Member or Provider may request a coverage exception. In the coverage exception process, PBM will consider a variety of factors that include, but are not limited to, Prescription Drugs previously tried and failed by the Member to treat a particular diagnosis or condition, whether the Member is clinically stable on the Prescription Drug, and/or whether switching to a covered Prescription Drug would result in a clinically significant adverse reaction or other harm to the Member.

3. **Claims Processing Services.**

   a. PBM shall perform administrative services for Employer, including but not limited to, processing Claims with a Claims Incurred Date indicated in Section 1 of Exhibit A for Covered Prescription Services in accordance with the Pharmacy Benefit Plan. PBM will pay, on Employer's behalf, only Claims that are: (1) timely submitted by Network Pharmacies through PBM's point-of-sale service system; and (2) properly submitted by Members as requests for reimbursement for Covered Prescription Services. Employer may request PBM, on an exception basis, to process and pay Claims that were denied by PBM or take other actions with respect to the Pharmacy Benefit Plan that are not specifically set forth in this Agreement or the Benefits Booklet. PBM may honor such requests subject to system override capability and Employer paying a processing fee that has been mutually agreed to by the Parties.

   b. PBM will implement certain administrative overrides to authorize the dispensing of Prescription Drugs in response to certain requests that include but are not limited to requests for lost/stolen drugs and vacation supplies.

   c. PBM shall disburse to Member or Network Pharmacies payments that it determines to be due according to the provisions of the Pharmacy Benefit Plan.

   d. PBM shall provide notice in writing when a Member submitted Claim has been denied or a prior authorization request has been denied which notice shall set forth the reasons for the denial and the right to a full and fair review of the denial under the terms of the Pharmacy Benefit Plan and shall otherwise satisfy applicable law governing the notice of a denied Claim.

   e. Notwithstanding anything to the contrary in the Agreement, PBM will provide pharmacy Coordination of Benefits (COB) services as described in this provision if listed on Exhibit A and, if applicable, Attachment 1 to Exhibit D for the fee set forth on Exhibit A and, if applicable, Attachment 1 to Exhibit D. Employer shall be responsible for providing other party insurance liability information for Members on its eligibility file. If the eligibility file is provided by Employer and PBM determines that coverage under this Agreement is deemed secondary, the Member Claim will reject at point of sale and instruct the Member to submit the Claim to the third party payer that is deemed primary. PBM shall coordinate benefits with the third party payers as appropriate.

4. **Utilization and Clinical Management Programs.**

   a. PBM will provide a concurrent drug utilization program that assists pharmacies in identifying potential drug interactions, incorrect drug dosage, and inappropriate drug use and misuse. The program utilizes real-time Member health and safety protocols designed to monitor and screen each claim against the Member's Prescription Drug profile and is designed to help promote appropriate Prescription Drug use and help prevent adverse Member reactions. PBM shall make available to prescribing Providers, subject to such prescribing Providers' system capabilities, electronic access to Member eligibility; Prescription Drug Formulary status; Member medication history; a listing of Formulary alternative Prescription Drugs; and applicable cost share.

   b. PBM shall offer additional programs to help ensure clinically appropriate use of Prescription Drugs, and effectively manage the cost of care that may include but not be limited to drug edits (i.e. prior authorization, step therapy, quantity limits, and dose optimization), enhanced fraud waste and abuse program, and medication review. Employer shall pay fees for the programs selected by Employer as set forth on Exhibit A. Employer shall abide by all applicable policies and procedures of the programs selected that may require Employer to provide requested information prior to PBM initiating the service.

5. **General Provisions.**

   a. PBM shall assist Employer in determining whether its Prescription Drug benefit constitutes "creditable prescription drug coverage" as that term is used under the Medicare Part D laws (specifically, 42 C.F.R. 423.56). Unless otherwise agreed to by the Parties, Employer shall be solely responsible for communicating with Members regarding creditable prescription drug coverage matters.

   b. PBM shall make available a toll-free number staffed by adequately trained personnel to address Member questions.

   c. PBM will provide Employer with PBM's standard management and utilization reporting package in connection with the Pharmacy Services provided pursuant to this Pharmacy Services Schedule. At Employer's expense, PBM may prepare and provide custom and ad hoc reports within an agreed-upon time and format, at the rate set forth in Exhibit A of this Pharmacy Services Schedule, as applicable.

   d. PBM will provide Pharmacy Services in accordance with the Pharmacy Benefit Plan and the Plan document(s) adopted by Employer. The Pharmacy Services shall be procedural only and shall be performed by PBM within the framework of policies, interpretations, rules, practices, and procedures made, established, and provided in writing to PBM by Employer.

   e. PBM will maintain all licenses, permits, certifications, registrations, and other regulatory approvals required by law necessary for the performance of PBM's obligations pursuant to this Pharmacy Services Schedule.

   f. PBM will maintain at least one of the following accreditations during the term of the Agreement and this Pharmacy Services Schedule: (a) National Committee for Quality Assurance ("NCQA") certification; (b) Utilization Review Accreditation Commission ("URAC") Drug Utilization Management accreditation; and/or (c) such other NCQA certifications and URAC accreditations applicable to the Pharmacy Services provided hereunder.

   g. PBM shall not be responsible for any adverse consequences from Employer's request to change from one pharmacy benefit administrator to another pharmacy benefit administrator.

   h. PBM agrees to be bound by its obligations under HIPAA as a Business Associate under the same terms as entered into by Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. dba Anthem Blue Cross and Blue Shield under its Business Associate Agreement with Employer.

C. **Obligations of Employer**. To the extent not already provided under Article 3 of this Agreement, Employer shall:

1. Provide PBM with timely, accurate and complete information necessary for PBM to provide the Pharmacy Services. PBM shall be under no obligation to verify the accuracy and completeness of information provided to it by Employer.

2. Provide accurate, timely, complete, and ongoing Member eligibility information to PBM using PBM's prescribed format and methods. Such information shall include, but shall not be limited to, the number and names of Members eligible for and covered under the Pharmacy Benefit Plan and any other information determined by PBM to be necessary to provide Pharmacy Services. PBM will load Member eligibility data no later than three business days after receipt from Employer. PBM will be entitled to rely on the accuracy and completeness of the Member eligibility data from Employer. Employer shall be solely responsible for any errors in Member eligibility data that Employer provides to PBM.

D. **Drug Rebate Management.**

1. During any Agreement Period, Employer shall not contract, directly or indirectly through a third party, with a manufacturer or any other third party for rebates, discounts, or other financial incentives on claims that are eligible for Prescription Drug Rebates under this Agreement. In the event that PBM determines such violation of this paragraph, Employer shall be deemed ineligible to earn Prescription Drug Rebates, the Drug Rebate Program will be suspended, and Employer shall be required to reimburse PBM for any Prescription Drug Rebates that were previously earned. If Employer fails to reimburse PBM for such Prescription Drug Rebates within 10 business days of PBM's request, PBM shall have the right to recover said amounts by offsetting such amounts against any amounts PBM owes Employer under this Agreement or any other agreement between Employer and PBM. Additionally, PBM may renegotiate the guarantees and/or any pricing terms of the Agreement.

2. Employer acknowledges and agrees that Prescription Drug Rebate amounts are subject to change for reasons including but not limited to:

   a. Prescription Drug Rebate eligibility is modified under an agreement between PBM and/or its Vendor and a manufacturer;

   b. laws and regulations affecting the distribution or the amount of Prescription Drug Rebates available or payable under such laws and regulations; or

   c. any action(s) or inaction(s) by manufacturer that impacts the availability or amount of Prescription Drug Rebate earned, that includes, but is not limited to, manufacturer's discontinuation of the covered Prescription Drugs.

   If any change set forth in (a) - (c) above occurs, PBM may provide written notice to Employer of such change as soon as reasonably practicable. In such event, PBM shall notify Employer and revise or eliminate such payment as of the effective date of the reduction or elimination of the Prescription Drug Rebate payment. Such reduction or elimination of the Prescription Drug Rebate payment shall result in either a change in the Base Administrative Services Fee as described in Article 18(c) of the Agreement or a change in the percentage of Prescription Drug Rebates retained by PBM.

3. PBM will use reasonable efforts to negotiate and collect Prescription Drug Rebates from manufacturers. PBM shall not be required to institute litigation to negotiate and collect Prescription Drug Rebates from manufacturers. If PBM or its designee does elect to bring suit to recover Prescription Drug Rebates from manufacturers, PBM shall be entitled to deduct all reasonable attorney's fees and other expenses incurred in such litigation prior to payment of the Prescription Drug Rebates to Employer. Neither Party shall be responsible to the other Party, its affiliates, directors, employees, agents, successors, or permitted assigns for any claim arising from: (i) any failure by a manufacturer to pay any Prescription Drug Rebates; (ii) any breach of an agreement relating to the transactions contemplated by or otherwise relating to this Agreement by any manufacturer; or (iii) any negligence or misconduct of any manufacturer.

4. In the event that PBM, its Vendor, and/or manufacturer identifies through audit or other means that Employer has received an overpayment or an erroneous Drug Rebate payment, Employer shall immediately refund such amounts. If Employer fails to do so, PBM shall have the right to recover said amounts by offsetting such amounts against any amounts PBM owes Employer under this Agreement or any other agreement between Employer and PBM.

5. Prescription Drug Rebates paid pursuant to the Agreement and Exhibit A of the Pharmacy Services Schedule are intended to be treated as "discounts" pursuant to the Federal Anti-Kickback Statute set forth at 42 C.F.R. § 1320a-7b and implementing regulations.

6. PBM shall continue to provide Employer its share of the Prescription Drug Rebates under this provision until the termination of this Agreement and any applicable Claims Runout Period. PBM shall provide a final report of the Prescription Drug Rebates received attributable to Employer's Plan after the end of the Claims Runout Period. Any Prescription Drug Rebates received by PBM after the end of the Claims Runout Period shall be retained by PBM.

7. Employer acknowledges and agrees that no Prescription Drug Rebates shall be paid pursuant to Exhibit A unless and until this Pharmacy Benefit Services Schedule is fully executed.

E. **Pharmacy Base Administrative Services Fees and Expenses**

1. Employer agrees to pay PBM fees for the Pharmacy Services as set forth on Exhibit A.

2. PBM's fees for the Pharmacy Services may be renegotiated in the event of substantial changes that would increase or decrease the obligations or costs of providing the Pharmacy Services, including but not limited to changes in the Pharmacy Benefit Plan, legislative changes, or postal rate changes. In addition to other rights set forth in Article 18(c) of the Agreement, PBM shall have the right to change the Pharmacy Base Administrative Services Fees or other fees provided in Exhibit A if: (a) PBM is no longer the sole provider of the Covered Prescription Services contemplated in this Pharmacy Services Schedule; (b) Employer implements an on-site pharmacy; or (c) a change in applicable law occurs resulting in an increase in the cost or amount of Covered Prescription Services under this Agreement. PBM shall provide notice to Employer of the change in the Pharmacy Base Administrative Services Fees at least 30 days prior to the implementation date of such change. Any change in the Pharmacy Base Administrative Services Fees will be effective as of the date the change occurs, even if that date is retroactive. If such change is unacceptable to Employer, either Party shall have the right to terminate this Pharmacy Services Schedule by giving written notice of termination to the other Party before the effective date of the change. If Employer accepts the proposed Pharmacy Base Administrative Services Fees, PBM shall provide a revised Exhibit A, and, if applicable, Schedule A, that will then become part of this Agreement without the necessity of securing Employer's signature on the Exhibit and, if applicable, Schedule.

3. If changes in the Pharmacy Benefit Plan are incompatible with existing systems and procedures and require PBM or its subcontractor to perform additional programming, reports, or services, such additional activities will be performed at the expense of Employer, if agreed to by PBM.

4. Employer shall be responsible for out-of-pocket production costs, travel expenses, and banking expenses incurred by PBM in carrying out implementation activities at the request of Employer.

5. PBM shall not provide or be responsible for the expenses or costs of services furnished by attorneys, actuaries, certified public accountants, investment counselors, or investment analysts, or for similar services performed for Employer. PBM shall not be authorized to engage such services or incur any expense or cost therefore without the written consent of Employer. In the event that such services are engaged by PBM at the written request of Employer, Employer shall be responsible for all costs and expense thereof, that shall be separately billed by the provider of the services or by PBM as incurred.

6. Employer agrees to pay PBM fees for Claims Runout Services described in Section 5 of Exhibit A of the Pharmacy Services Schedule.

F. **Audits.**

1. Unless otherwise provided for in this Section F of the Pharmacy Services Schedule, the parties acknowledge and agree that the Claims audit provisions set forth in Article 12 of the Agreement shall apply. However, in the event of any conflict between the Claims audit provisions in Article 12 of the Agreement and this Pharmacy Services Schedule, the terms and conditions of this Pharmacy Services Schedule shall govern with respect to the provision of Pharmacy Services.

2. Employer, must provide at least 60 days prior written notice to PBM of its intent to conduct an audit of PBM's performance under this Pharmacy Services Schedule to ensure compliance with the Agreement and applicable laws. The scope of an audit including time, place, type and duration of all audits must be reasonable, agreed to by PBM, and in accordance with PBM's audit procedures and guidelines. Onsite audits and access to claims processing systems will not be permitted.

3. Any Employer requests for a third party auditor to audit will constitute Employer's direction and authorization to PBM to disclose Employer-specific information, including Member information and PHI, to Employer's auditor. PBM will provide Employer's auditor with access to all applicable Employer-specific information reasonably necessary to determine the accuracy of Claims payments and verify PBM's performance under this Pharmacy Services Schedule, subject to PBM's third party confidentiality obligations; provided, however, any other documentation requested during the course of an audit not in the audit scope or necessary for the audit, will be provided at PBM's discretion.

4. Employer shall not be permitted to audit any contract between PBM, its Vendors, subcontractors, or manufacturers.

G. **Termination.** In addition to the provisions in Article 19 of this Agreement,

1. Either Party may terminate this Pharmacy Services Schedule by giving 90 days notice prior to the date of the termination.

2. This Pharmacy Services Schedule shall terminate on the date the Agreement is terminated unless otherwise agreed to by the Parties. If the Parties agree to continue the Pharmacy Services Schedule after termination, applicable provisions of the Agreement shall remain in effect until a new agreement is reached by the Parties.

3. This Pharmacy Services Schedule shall terminate on the effective date of any governmental body's action that prohibits all activities contemplated under this Pharmacy Services Schedule.

4. Following termination of only this Pharmacy Services Schedule, the remainder of the Agreement shall continue in full force and effect during the Agreement Period. Termination of this Pharmacy Services Schedule will not terminate the rights or obligations of either Party arising out of the period during which this Agreement was in effect.

5. In the event of termination of this Pharmacy Services Schedule, PBM shall not be responsible for notifying Members of such termination or of the procedure to be followed to retain or obtain Plan coverage.

6. Upon notice of termination of this Pharmacy Services Schedule for any reason other than for non-payment of amounts due under this Schedule, the Parties will mutually develop a transition plan that includes but is not limited to: (1) a schedule of transition activities and timelines for completion; (2) a detailed description of the respective roles of PBM and Employer; and (3) such other information and planning as necessary to ensure that the transition takes place according to an agreed upon schedule and with minimum disruption to Members. The transition plan shall be subject to written approval by both Parties.

7. Unless mutually agreed to in writing by the Parties, upon termination of this Pharmacy Services Schedule, Employer shall cease adoption and use of PBM's Formulary as part of its Plan and agrees that it shall not copy, distribute, or sell PBM's Formulary.

IN WITNESS WHEREOF, the Parties have executed this Schedule to be effective as of the Effective Date.

Augusta-Richmond County

By: _____

Title: _____

Date: _____

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: _____

Title: Vice President, Sales and Client Management

Date: October 9, 2023

CarelonRx, Inc.

By: _____

Title: _____

Date: _____

EXHIBIT A - FEES & EXPENSES
OF THE PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Exhibit A shall govern the Agreement Period from 1/1/2023 through 12/31/2027 and is made part of this Pharmacy Benefits Administrative Services Schedule. This Exhibit is intended to supplement the Agreement between the Parties as it relates to Pharmacy Services only. In the event of an inconsistency between the applicable provisions of this Pharmacy Services Schedule and the Agreement, the terms of this Pharmacy Services Schedule shall govern, but only as they relate to Pharmacy Services. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 1. Effective Date and Renewal Notice

This Agreement Period shall be from 12:01 a.m. 1/1/2023 to the end of the day of 12/31/2027.

Paid Claims shall be processed pursuant to the terms of this Pharmacy Services Schedule when incurred and paid as follows:

- Incurred from 1/1/2023 through 12/31/2027 and
- Paid from 1/1/2023 through 12/31/2027.

PBM shall provide any offer to renew this Pharmacy Services Schedule at least 60 days prior to the end of an Agreement Period.

Section 2. Broker and Consultant Base Compensation

Not Applicable

Section 3. Pharmacy Administrative Services Fees

Change to Administrative Services Fees. The Administrative Services Fees in Section 3 of Schedule A of the Agreement and the Pharmacy Administrative Services Fees in Section 3 of Exhibit A may be changed during the Agreement Period based upon an event in Article 18(c) of the Agreement or Section E(2) of the Pharmacy Services Schedule.

A. Pharmacy Base Administrative Services Fee

Pharmacy Base Administrative Services Fee. The Pharmacy Administrative Services Fees shall also include a fee that will be charged monthly for services related to pharmacy benefits management including, but not limited to, pharmacy mail services, clinical services, and customer services. Such fee shall be:

- $1.25 per Prescription Drug Claim January 1, 2023 through December 31, 2023
- $1.25 per Prescription Drug Claim January 1, 2024 through December 31, 2024
- $1.25 per Prescription Drug Claim January 1, 2025 through December 31, 2025
- $1.25 per Prescription Drug Claim January 1, 2026 through December 31, 2026
- $1.25 per Prescription Drug Claim January 1, 2027 through December 31, 2027

B. Drug Rebate Allocation

1. PBM and/or its Vendor has negotiated programs with pharmaceutical manufacturers for drug rebates on certain Prescription Drugs dispensed to Members and has arranged for payments of such rebates to be made directly to PBM ("Drug Rebate Programs"). PBM has entered into such Drug Rebate Programs on its behalf and not on behalf of Employer, and therefore retains all rights, title, and interest to any and all actual Prescription Drug Rebates it receives from manufacturers and/or its Vendor. Such Drug Rebate Programs are not based solely on the Prescription Drug utilization of one Employer Plan, but rather are based on the Prescription Drug utilization of all individuals enrolled in PBM managed programs. The Prescription Drug Rebates are conditioned on certain Prescription Drugs being included on the Formulary that PBM requires Employer to adopt as part of its Plan. Employer shall be paid or credited a portion or the amount attributable to its actual or estimated value of Prescription Drug Rebates as described in Section 3(B) of Exhibit A.

2. PBM may receive Manufacturer Administrative Fees directly from pharmaceutical manufacturers. In addition, PBM may receive service fees from pharmaceutical manufacturers for providing services (e.g., Provider and Member education programs that promote clinically appropriate and safe dispensing and use of Prescription Drugs). For purposes of this Pharmacy Services Schedule, service fees received by PBM shall not be considered Prescription Drug Rebates. For purposes of this Pharmacy Services Schedule, Manufacturer Administrative Fees received by PBM shall be considered Prescription Drug Rebates.

3. Minimum Pharmacy Rebate Offset and Guarantee: PBM shall transfer to Anthem an amount that will be used by Anthem to reduce the Base Administrative Services Fee set forth in Section 3(A) of Schedule A. The amount of such offset, also referred to as the Pharmacy Rebate Offset is set forth in Section 3(A) of Schedule A. PBM shall reconcile each quarter the Pharmacy Rebate Offset that Employer received against the amount representing 100% of the actual Prescription Drug Rebates PBM has guaranteed in the Prescription Drug Rebate Performance Guarantee as defined in Exhibit C. If the actual Prescription Drug Rebate amount the PBM receives is greater than the Pharmacy Rebate Offset the Employer received from PBM, then PBM shall return the difference between the actual Prescription Drug Rebate amount and the Pharmacy Rebate Offset to the Employer. Provided, however, if the total Prescription Drug Rebates Performance Guarantee as defined in Exhibit C, exceeds the amount described herein, the PBM will pay the Employer the difference at annual true up.

4. Medical Drug Rebates.

   From January 1, 2023 through December 31, 2023:

   PBM shall pay to Employer 100% of the Medical Drug Rebates earned through participation in the applicable pharmacy program and attributable to Employer's Plan subject to PBM's timely and actual receipt of payment and accompanying data from pharmaceutical manufacturers subject to any deduction for shared savings under Section 3(C) of this Exhibit A. The actual rebate amount will be determined by reconciling the Medical Drug Rebate amount payable against shared savings on an annual basis.

   From January 1, 2024 through December 31, 2024:

   PBM shall pay to Employer 100% of the Medical Drug Rebates earned through participation in the applicable pharmacy program and attributable to Employer's Plan subject to PBM's timely and actual receipt of payment and accompanying data from pharmaceutical manufacturers subject to any deduction for shared savings under Section 3(C) of this Exhibit A. The actual rebate amount will be determined by reconciling the Medical Drug Rebate amount payable against shared savings on an annual basis.

   From January 1, 2025 through December 31, 2025:

   PBM shall pay to Employer 100% of the Medical Drug Rebates earned through participation in the applicable pharmacy program and attributable to Employer's Plan subject to PBM's timely and actual receipt of payment and accompanying data from pharmaceutical manufacturers subject to any deduction for shared savings under Section 3(C) of this Exhibit A. The actual rebate amount will be determined by reconciling the Medical Drug Rebate amount payable against shared savings on an annual basis.

   From January 1, 2026 through December 31, 2026:

   PBM shall pay to Employer 100% of the Medical Drug Rebates earned through participation in the applicable pharmacy program and attributable to Employer's Plan subject to PBM's timely and actual receipt of payment and accompanying data from pharmaceutical manufacturers subject to any deduction for shared savings under Section 3(C) of this Exhibit A. The actual rebate amount will be determined by reconciling the Medical Drug Rebate amount payable against shared savings on an annual basis.

From January 1, 2027 through December 31, 2027:

PBM shall pay to Employer 100% of the Medical Drug Rebates earned through participation in the applicable pharmacy program and attributable to Employer's Plan subject to PBM's timely and actual receipt of payment and accompanying data from pharmaceutical manufacturers subject to any deduction for shared savings under Section 3(C) of this Exhibit A. The actual rebate amount will be determined by reconciling the Medical Drug Rebate amount payable against shared savings on an annual basis.

Employer shall not be eligible to earn Medical Drug Rebates as of the effective date of Employer elimination or reduction of any of the following pharmacy programs: Right Drug Right Channel - Pharmacy to Medical, Right Drug Right Channel - Medical to Pharmacy, Site of Care, and Medical Pharmacy Specialty Drug Review.

C. Other Fees or Credits

Fee for Pharmacy Prior Authorization. $55.00 per authorization.

Fee for Step Therapy. PBM shall charge a fee of $0.30 per pharmacy Claim.

Fee for Quantity Limits. PBM shall charge a fee of $0.55 per pharmacy Claim for applying frequency and quantity limits to certain Prescription Drugs.

Fee for Pharmacy Physician Review. $800.00 per review

Fee for Vaccine Administration. PBM shall charge a fee for the administration of vaccines at a retail pharmacy location of $2.50 per vaccine.

Fee for Custom Communications. PBM shall charge a fee of $2.00 per custom communication requested by the Employer.

Fee for Member-Submitted Claims. PBM shall charge a fee of $2.50 per Claim for each Member-submitted Claim.

Fee for Clinical Care Gap Outreach Program (Enhanced) (also referred to as Rx Care Nexus Program): PBM shall charge a fee of $0.60 per pharmacy Claim for additional clinical scope and chronic conditions managed, increased actionable interventions, and expansion of clinical programs such as: behavioral health management, adherence outreach, new start education, Formulary alternatives, primary non-adherence, and clinical safety and efficacy.

Fee for Specialty Cost Optimization. The charge to Employer for administration and management of the Specialty Cost Optimization Program is 50% of the shared savings attained through PBM's Specialty Cost Optimization Program capped at $0.50 PMPM. PBM's shared savings fee shall be deducted from the Medical Drug Rebate due Employer. In no event will PBM charge Employer a shared savings fee if the Medical Drug Rebate due to the Employer is less than the shared savings fee due to PBM.

Fee for Pharmacy Network Audit. The charge to Employer is 25.00% of the total amount recovered from periodic onsite or field audits of Network Pharmacies, including, but not limited to, audits to determine compliance with billing requirements and the terms and conditions of the Network Pharmacy agreements. These audits are separate and distinct from Claims processing and financial accuracy audits.

Fee for Employer Reporting – Base Package. PBM's Base Package is included at no cost and includes access to RxGuide (unlimited). All custom reporting requests will be charged at $150 per hour of time needed to generate customized ad hoc reports.

PBM Services Early Termination Fee. In consideration of the special pricing arrangements under this Agreement, Employer shall pay PBM an Early Termination Fee, as described below, if Employer terminates the pharmacy portion of the Plan before the end of the Performance Period (as defined in Exhibit C) for any reason other than PBM's failure to comply with a material duty or obligation related to the administration of pharmacy benefits under this Agreement.

The Early Termination Fee shall be calculated by multiplying $1.50 PSPM by (i) the average monthly Subscriber count for the 6 months immediately prior to termination; multiplied by (ii) the number of months remaining in the Performance Period. If Employer intends to terminate the pharmacy portion of the Plan before the end of the Performance Period, Employer must provide PBM with the required termination notice under Section G of the Pharmacy Services Schedule. In the event Employer terminates the pharmacy portion of the Plan before the end of the Performance Period, the applicable Early Termination Fee will be billed to Employer with the amount due within 30 days of the termination date.

Fee for Member Communications. PBM shall charge a fee of $1.30 per letter for the following programs:

- Non-FDA Approved Drug Block
- Re-Labeler Program
- Safety Communications/Drug Recalls and Withdrawals
- New Implementation Formulary Disruption Letters
- Commercial Formulary Member Notifications (Includes Newly Available Generic Notification When Required By Law)

Invoices for Prescription Drug Claims: When PBM invoices Employer for retail Network Prescription Drug Claims, the amount billed will reflect pricing that is equal to the amount that is paid to pharmacies for those Claims.

Pharmacy Plan Implementation Program Credit. PBM shall provide a credit totaling $50,000.00 to Employer for use from January 1, 2023 through December 31, 2023 as a credit to defray applicable implementation costs incurred. This full credit amount only applies if Employer's enrollment exceeds 2,255 Subscribers from January 1, 2023 through December 31, 2023. If enrollment is below 2,255 Subscribers, the credit amount decreases proportionally. After December 31, 2023, if enrollment is below 2,255 Subscribers, PBM shall not require that Employer refund any previously paid credits. For any applicable services outlined below that are provided by a vendor, Employer's request to PBM for application of credit for vendor's services must be accompanied by copies of vendor's invoices to Employer in order for PBM to apply a credit to Employer's weekly Claims invoice. PBM will not reimburse Employer's vendors directly. Services from a vendor that is a direct competitor of PBM are not eligible for reimbursement.

The credit can be used for the following implementation related purposes:

- Custom communication services provided by either PBM or an outside vendor;
- Implementation expenses;
- Claims audit equal to actual billed charges*;
- Clinical audit equal to actual billed charges*;
- Wellness programs purchased by Employer from PBM; or
- Additional reporting or data feeds equal to the actual billed charges.

Personnel expenses, programming expenses that are not directly related to administration of health care benefits and travel are not reimbursable. Employer acknowledges and agrees that PBM will report the payment or credit where required by law to do so.

It is the intention of the Parties that, for the purposes of the Federal Anti-Kickback Statute, this Plan Implementation Program Credit shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by laws or contractual commitment, Employer agrees to fully and accurately disclose and report any such discount, rebate, credit or allowance to Medicare, Medicaid or other government health care program as a discount against the price of the Prescription Drugs provided under this Pharmacy Services Schedule.

Flat Fee - Plan Program Credit. PBM will provide a Plan Program Credit in the amount of $20,000.00. The Plan Program Credit is only available from 1/1/2023 through 12/31/2027 and, subject to PBM approval, may be applied towards any combination of the following:

- Plan Communications
- Wellness Programs
- Implementation Audit
- Claims Audit
- Additional Reporting or Data Feeds
- and Other – such as Innovation or Technology

The Plan Program Credit does not apply towards programming expenses that are not directly related to administration of health care benefits, personnel expenses, travel, and incentives.

Employer shall submit all requests for reimbursement under the Plan Program Credit noted above to PBM with documentation of Employer expenses and costs no later than thirty (30) days after the end of the then current contract year. PBM shall reimburse Employer within 30 days of receipt of Employer's request and supporting documentation. Any funds remaining sixty (60) days after the end of then current year in the Plan Program Credit allowance will be retained by PBM.

It is the intention of the Parties that, for the purposes of the Federal Anti-Kickback Statute, this Plan Program Credit shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by laws or contractual commitment, Employer agrees to fully and accurately disclose and report any such discount, rebate, credit or allowance to Medicare, Medicaid or other government health care program as a discount against the price of the Prescription Drugs provided under this Pharmacy Services Schedule.

Unidentified Recoveries. PBM shall retain any funds received through recovery processes that are paid to PBM and, following good faith and reasonable efforts, cannot be tied to a specific Employer or Member.

Section 4. Pharmacy Administrative Services Fees and Paid Claims Billing Cycle and Payment Method

Billing cycles and payment methods are contained in Schedule A.

Section 5. Claims Runout Services

A. Claims Runout Period

Claims Runout Period shall be for the 12 months following the date of termination of this Pharmacy Services Schedule.

B. Claims Runout Administrative Services Fee

Pharmacy:

The fee for Claims Runout Services will be waived. Fees in Section 3(C) of this Exhibit A that (i) are associated with Claims processed or reviewed during the Claims Runout Period including without limitation subrogation fees, Claims prepayment analysis fees, recovery fees, network access fees; or (ii) apply to the Pharmacy Services Schedule Period but were not billed during the Pharmacy Services Schedule Period, will be billed and payable during the Claims Runout Period. Payment is due to PBM by the Invoice Due Date.

IN WITNESS WHEREOF, the Parties have executed this Exhibit to be effective as of the pharmacy Agreement Period.

Augusta-Richmond County

By: _____

Title: _____

Date: _____

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. dba Anthem Blue Cross and Blue Shield

By: Robert Dean

Title: Vice President, Sales and Client Management

Date: October 9, 2023

CarelonRx, Inc.

By: _____

Title: _____

Date: _____

EXHIBIT B - PHARMACY SERVICES
OF THE PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

The following is a list of standard services that PBM will provide under this Pharmacy Services Schedule for the Pharmacy Administrative Services Fees set forth on Section 3 of Exhibit A. These services will be furnished to Employer in a manner consistent with PBM's standard policies and procedures for self-funded plans. PBM may also offer services to Employer that have an additional fee. If Employer has purchased such services, those services and any additional fees are also set forth on Exhibit A.

Prescription Benefit Services

- Mail Order Pharmacy
- Specialty Pharmacy Services
  - Prescription eServices
  - Pharmacy locator
  - Online Formulary
- Point of sale Claims processing (not including pharmacy COB services)
- Mail Order Claims processing
- Mail Order call center with toll free number
- Mail Order regular shipping and handling
- Standard management reports
- Concurrent Drug Utilization Review (DUR) programs
- Retrospective DURs
- Pharmacy help desk with toll free number
- Daily Claims review audits of Network Pharmacies
- Assistance in determining "creditable prescription drug coverage" under Medicare Part D
- Integration of medical and pharmacy Claims data for proactive prior authorizations (i.e., a Member's diagnosis from medical Claims is incorporated into the pharmacy Claim system to seamlessly approve prior authorizations where diagnoses are required)

EXHIBIT C - PERFORMANCE GUARANTEES
OF THE PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Exhibit C provides certain guarantees pertaining to PBM's performance under the Agreement between the Parties ("Performance Guarantees") and shall be effective for each year in the period from 1/1/2023 through 12/31/2027 (the "Performance Period"). Descriptions of the terms of each Performance Guarantee applicable to the Parties are set forth in the Attachments (the "Attachments") to this Exhibit C and made a part of this Exhibit C. This Exhibit shall supplement and amend the Pharmacy Benefits Administrative Services Schedule between the Parties. If there are any inconsistencies between the terms of the Agreement and this Exhibit C, the terms of this Exhibit C shall control. If there are any inconsistencies between the terms contained in this Exhibit, and the terms contained in any of the Attachments to this Exhibit C, the terms of the Attachments to this Exhibit C shall control.

Section 1. General Conditions

A. The Performance Guarantees described in the Attachments to this Exhibit C shall be in effect only for the Performance Period indicated above, unless specifically indicated otherwise in the Attachments. Each Performance Guarantee shall specify a/an:

1. Allocation. The term Allocation is the percent of total Amount at Risk to each Performance Guarantee.
2. Amount at Risk. The term Amount at Risk means the amount PBM may pay if it fails to meet the target(s) specified under the Performance Guarantee.
3. Measurement Period. The term Measurement Period is the period of time under that PBM's performance is measured, that may be the same as or differ from the period of time equal to the Performance Period.
4. Performance Category. The term Performance Category describes the general type of Performance Guarantee.
5. Reporting Period. The term Reporting Period refers to how often PBM will report on its performance under a Performance Guarantee.
6. Service Feature. The term Service Feature is a service standard stipulated and defined to be guaranteed.

B. PBM shall conduct an analysis of the data necessary to calculate any one of the Performance Guarantees within the timeframes provided in the Attachments to this Exhibit C. In addition, any calculation of Performance Guarantees, reports provided, or analysis performed by PBM shall be based on PBM's then current measurement and calculation methodology, that shall be available to Employer upon request.

C. Any audits performed by PBM to test compliance with any of the Performance Guarantees shall be based on a statistically valid sample size with a 95% confidence level.

D. If the Agreement is not executed, PBM shall have no obligation to make payment under these Performance Guarantees.

E. Unless otherwise specified in the Attachments to this Exhibit C, the measurement of the Performance Guarantee shall be based on data that is maintained and stored by PBM or its Vendors.

F. If Employer terminates the Agreement or the Pharmacy Services Schedule between the Parties prior to the end of the Performance Period, or if the Agreement or the Pharmacy Services Schedule is terminated for non-payment, then Employer shall forfeit any right to collect any further payments under any outstanding Performance Guarantees, whether such Performance Guarantees are for a prior or current Measurement Period or Performance Period.

G. Guarantees apply only as long as there are at least 61,164 Annualized Adjusted Prescription Drug Claims.

H. PBM reserves the right to make changes to any of the Performance Guarantees provided in the Attachments to this Exhibit C upon the occurrence, in PBM's determination, of any of the following:

1. a change to the Plan benefits or the administration of the Plan initiated by Employer that results in a substantial change in the services to be performed by PBM or the measurement of a Performance Guarantee;
2. an increase or decrease of 20.00% or more of the number of Members that were enrolled for coverage on the latter of the effective date or renewal date of this Pharmacy Services Schedule;

3. a failure by Employer to implement its responsibilities under the clinical management programs that are part of the Plan;
4. a failure by Employer to adopt the Formulary;
5. a change in the proportionate mix of Employer's retail and mail order Prescription Drug Claims of more than 20.00% (including but not limited to a change in the overall Members' percentage of usage of retail versus Mail Order Pharmacies);
6. a change in pharmacy utilization patterns of more than 20.00% (including but not limited to a change in the overall Members' percentage of usage of Brand Drugs versus Generic Drugs versus Specialty Drugs);
7. a change that results in PBM no longer being the exclusive source of Prescription Drug Rebates for Employer's Plan;
8. the determination that Employer has an on-site pharmacy with 340b designation or any such designation where the pharmacy receives upfront pricing discounts from pharmaceutical manufacturers, that was not disclosed or known by PBM as of the effective date of this Attachment to Exhibit C;
9. PBM is no longer the sole administrator for Employer's Prescription Drug Plan;
10. a government action or major change in pharmaceutical industry practices that eliminates or materially reduces the manufacturer Drug Rebate program; or
11. a failure by Employer to maintain the selected Formulary and applicable clinical edits or Employer has excepted Members from application of the selected Formulary and clinical edits that prevent full savings from accruing.
12. product offering decisions by drug manufacturers that result in: (a) a reduction of Prescription Drug Rebates, including the introduction of a lower cost alternative product which may replace an existing Brand Drug that is eligible for Prescription Drug Rebates; (b) an unexpected launch of a Brand Drug and/or Generic Drug; (c) unforeseen delays in expected Brand Drug and/or Generic Drug launches; or (d) a Brand Drug converted to over-the-counter ("OTC") status, recalled or withdrawn from the market.
13. A failure by Employer to maintain and implement a Plan design wherein non-preferred drugs have either a $15.00 higher Copayment or a 50% higher coinsurance (ex: preferred = 30%, non-preferred = 45%) than preferred Prescription Drugs.

Should there be a change in occurrence as indicated above and these changes negatively impact PBM's ability to meet the Performance Guarantees, PBM shall have the right to modify the Performance Guarantees contained in the Attachments.

I. For the purposes of calculating compliance with the Performance Guarantees contained in the Attachments to this Exhibit C, if a delay in performance of, or inability to perform, a service underlying any of the Performance Guarantees is due to circumstances that are beyond the control of PBM, or its Vendors, including but not limited to any act of God, civil riot, floods, fire, pandemics, acts of terrorists, acts of war or power outage, such delayed or non-performed service will not count towards the measurement of the applicable Performance Guarantee.

J. As determined by PBM, Performance Guarantees may be measured using either aggregated data or Employer-specific Data. The term Employer-specific Data means the data associated with Employer's Plan that has not been aggregated with other Employer data. Performance Guarantees will specify if Employer-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.

K. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if Employer participates in the program and its components for the entirety of the Measurement Period associated with the Performance Guarantee.

L. Employer acknowledges and agrees that each Performance Guarantee will be measured based on the Measurement Period as described in the Attachments to this Exhibit C and prorated to account for Employer specific Effective or renewal dates when measured using aggregated data. The Performance Guarantee will begin on the Employer Effective Date. However, if the Employer terminates the Pharmacy Benefits Schedule before the end of a Measurement Period, the Performance Guarantee measured will be based on the entire Measurement Period during which the termination occurred.

Section 2. Payment

A. If PBM fails to meet any of the obligations specifically described in a Performance Guarantee described in the Attachments to this Exhibit C, PBM shall pay Employer the amount set forth in the Section describing the Performance Guarantee. Payment shall be in the form of a credit on Employer's invoice for Administrative Services Fees that will occur annually unless otherwise stated in the Performance Guarantee.

B. Notwithstanding the above, PBM has the right to offset any amounts owed to Employer under any of the Performance Guarantees contained in the Attachments to this Exhibit C against any amounts owed by Employer to PBM under: (1) any Performance Guarantees contained in the Attachments to this Exhibit C; or (2) the Agreement.

C. Notwithstanding the foregoing, PBM's obligation to make payment under the Performance Guarantees is conditioned upon Employer's timely performance of its obligations provided in the Agreement and the Pharmacy Schedule, in this Exhibit C and the Attachments, including providing PBM with the information or data required by PBM in the Attachments. PBM shall not be obligated to make payment under a Performance Guarantee if Employer or Employer's vendor's action or inaction adversely impacts PBM's ability to meet any of its obligations provided in the Attachments related to such Performance Guarantee, that expressly includes but is not limited to Employer or its vendor's failure to timely provide PBM with accurate and complete data or information in the form and format expressly required by PBM.

D. Where the Amount at Risk for a Performance Guarantee is on a percentage of a Per Subscriber Per Month (PSPM) fee basis, the Guarantee will be calculated by multiplying the PSPM amount by the actual annual enrollment during the Measurement Period.

E. PBM shall reconcile the Pricing Performance Guarantees described in Attachment 1 to Exhibit C on an annual basis, calculated in accordance with Section 4 of this Exhibit C. The reconciliation for each year of the Performance Period will be submitted to Employer within 90 days after the end of the Measurement Period and any resulting value shortfall shall by paid by PBM to Employer within 30 days following submission of the reconciliation report.

F. PBM shall pass through rebate amounts guaranteed by PBM as described in Attachment 1 to Exhibit C on a quarterly basis in accordance with Section 3 of this Exhibit C to Employer within 120 days after the end of the calendar quarter. PBM will pass through additional collections from prior quarters in subsequent quarterly disbursements. PBM shall reconcile the Performance Guarantees for each rebate Performance Guarantee described in Attachment 1 to Exhibit C on an annual basis, calculated in accordance with Section 3 of this Exhibit C. The reconciliation for each Measurement Period will be submitted to Employer within 10 months following the end of the Measurement Period and any resulting value shortfall shall be paid by PBM to Employer within 30 days following the reconciliation. Prescription Drug Rebates collected post annual reconciliation attributable to the reconciled Measurement Period shall be retained by PBM.

Section 3. Prescription Drug Rebate Performance Guarantees

A. Any payment due to Employer under a rebate Performance Guarantee will be offset by favorable results achieved in any other rebate Performance Guarantee.

B. This Performance Guarantee will be determined by comparing the total Prescription Drug Rebates Performance Guarantee to the Prescription Drug Rebates credited to the Employer pursuant to the Pharmacy Services Schedule and Section 3(B) of Exhibit A. If the total Prescription Drug Rebates Performance Guarantee exceeds the Prescription Drug Rebates credited to the Employer, PBM will credit Employer the difference.

C. For purposes of these Performance Guarantees, the following Claims will not be included in the calculation:

- Medicare Part D Claims;
- 340B Claims;
- Vaccines
- Supplies;
- Prescriptions filled through the Employer's on-site pharmacy;
- Single Source Generics;
- Compound Drugs;
- Authorized Generics;

- Brand MAC;
- Over-the-counter ("OTC") drugs;
- Member-submitted Claims;
- Coordination of Benefits (COB)/ Secondary Claims;
- Limited Distribution Drugs;
- New to Market Drugs;
- Biosimilar Drugs;
- Out-of-Network Claims;
- Indian Health Claims;
- Long Term Care Claims;
- IV Infusion Drugs
- Military VA Claims;
- Non-Formulary Claims;
- Multi-Source Brands;
- Specialty Drug Starter Fill;

D. The Parties acknowledge and agree that Prescription Drug Rebate Guarantees may be revised in the event of product offering decisions by drug manufacturers that result in: (a) a reduction of Prescription Drug Rebates, including the introduction of a lower cost alternative product which may replace an existing rebatable Brand Drug; (b) an unexpected launch of a Brand Drug and/or Generic Drug; (c) unforeseen delays in expected Brand Drug and/or Generic Drug launches; or (d) a Brand Drug converted to over-the-counter ("OTC") status, recalled or withdrawn from the market.

- A change in Employer's ERISA status or failure of Employer to provide accurate ERISA status.

E. Prescription Drug Rebate Guarantees do not apply to Paid Claims processed through institutional, hospital or staff model/hospital pharmacies where the pharmacy, most likely, has its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the Federal government pharmaceutical purchasing program.

F. COVID test kits, COVID anti-viral medication and COVID vaccines are excluded from the Prescription Drug Rebate Guarantees under this Pharmacy Services Schedule.

Section 4. Prescription Drug Pricing Performance Guarantees

A. To determine any payment due to Employer under these Prescription Drug Pricing Performance Guarantees, each Performance Guarantee is calculated based on the Prescription Drugs that were paid during the Measurement Period for:

- Retail pharmacy
- Mail Order
- Retail 90
- Specialty Drugs

(each such subset of Paid Claims for Prescription Drugs is referred to as a "Pricing Guarantee Category").

Each guarantee within a Pricing Guarantee Category is then compared to the sum of appropriate portion of the Paid Claims for Prescription Drugs plus any Member cost shares associated with each Performance Guarantee within that Pricing Guarantee Category. Paid Claims for Prescription Drugs include Ingredient Costs plus Dispensing Fees. Therefore, Paid Claims for Prescription Drugs dispensed by a Retail Pharmacy are separated into Brand and Generic Ingredient Costs and Brand and Generic Dispensing Fees. These Ingredient Costs and Dispensing Fees are compared against each identified Performance Guarantee provided in this Pharmacy Services Schedule to determine if the Performance Guarantee is met.

B. Any payment due to Employer under any Performance Guarantee within a Pricing Guarantee Performance Category will be offset by favorable results achieved in any other guarantee regardless of the Pricing Guarantee Performance Category.

C. The following conditions apply to this Performance Guarantee:

1. This Performance Guarantee applies to Claims submitted by Network Providers applicable to Employer's Plan.
2. Drugs identified at the time the prescription is filled as Single Source Generics, will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
3. Drugs identified at the time the prescription is filled as Brand MAC, will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
4. Drugs identified at the time the prescription is filled as Dispense As Written Claims with code 3 will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
5. Drugs identified at the time the prescription is filled as Dispense As Written Claims with code 4 will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
6. Drugs identified at the time the prescription is filled as Dispense As Written Claims with code 5 will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
7. Drugs identified at the time the prescription is filled as Dispense As Written Claims with code 6 will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
8. Member Pay the Difference Claims will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
9. "Discount" and "Dispensing Fee" shall refer to and mean effective rate/aggregate pricing, not per Paid Claim discount rates or dispensing fee.
10. COVID test kits, COVID anti-viral medication and COVID vaccines are excluded from the Prescription Drug Pricing Guarantees under this Pharmacy Services Schedule.
11. Claims for Covered Prescription Services delivered by a Retail Pharmacy to a Member will be included in the Retail Pharmacy Network Pricing Guarantees and not within the Mail Order Pharmacy Pricing Guarantees.

D. PBM reserves the right to make changes to any of the Prescription Drug Pricing Performance Guarantees provided in the Attachments to this Exhibit C upon the occurrence, in the PBM's determination, of the following:

1. The percentage of Claims subject to a consumer driven health plan (CDHP) is materially different from the assumption used to develop the Prescription Drug Pricing Performance Guarantee.

E. The following Claims will be excluded from this Performance Guarantee:

- Medicare Part D Claims;
- 340B Claims;
- Vaccines
- Supplies;
- Prescriptions filled through the Employer's on-site pharmacy;
- Claims paid on the basis of U&C charges;
- Compound Drugs;
- Authorized Generics;
- Over-the-counter ("OTC") drugs
- Member-submitted Claims;
- Coordination of Benefit (COB) Claims/Secondary Claims;
- Out-of-Network Claims;
- Indian Health Claims;

- Long Term Care Claims;
- IV Infusion Drugs;
- Military VA Claims;

F. In the event that there are court or government imposed or industry wide or pricing source initiated changes in the AWP reporting source or source changes in the methodology used for calculating AWP, including, without limitation, changes in the mark-up factor used in calculating AWP (collectively, the "AWP Changes"), the terms of any financial relationship between the Parties that relate to AWP will be modified by PBM such that the value of AWP for the purpose of such relationship(s) will have the same economic equivalence in the aggregate to the value used by the Parties prior to the AWP Change. The intent of this provision is to preserve the relative economics of both Parties for such financial relationships based upon AWP to that which existed immediately prior to the AWP Change.

In the event that the AWP pricing benchmark used by PBM's PBM hereunder is replaced with another benchmark calculation, PBM may switch to such new pricing benchmark. If a change to Pricing Guarantees is deemed necessary PBM will provide written notice of new pricing terms at least 30 days before the effective date of the change.

ATTACHMENT 1 TO EXHIBIT C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

Pharmacy Performance Guarantees

This Attachment is made part of Exhibit C and will be effective for the Performance Period from 1/1/2023 through 12/31/2027. This Attachment is intended to supplement and amend the Agreement between the Parties. The Measurement Period for these Performance Guarantees will be annual, unless otherwise specified herein. These Performance Guarantees are guaranteed upon offer and acceptance of renewal of the medical portion of the Agreement.

Pharmacy Performance Guarantee	Measurement and Reporting Period
Prescription Drug Rebate Guarantees **Minimum Drug Rebates:** (a) The Prescription Drug Rebates Employer receives from PBM will not be less than the following amounts ("Total Drug Rebates Guarantee"): **NATIONAL FORMULARY** **NON-SPECIALTY DRUGS** **BRAND NAME PRESCRIPTION DRUGS** (1) An amount equal to the sum of $354.73 (2023), $389.68 (2024), $426.73 (2025), $435.60 (2026), $446.68 (2027) per Paid Claim for Non-Specialty Brand Name Prescription Drugs dispensed at Retail Pharmacies for a supply of less than 84 days; plus (2) An amount equal to the sum of $607.04 (2023), $650.71 (2024), $687.96 (2025), $709.01 (2026), $726.19 (2027) per Paid Claim for Non-Specialty Brand Name Prescription Drugs dispensed at Retail Pharmacies for a supply of 84 days or greater. (3) An amount equal to the sum of $894.92 (2023), $919.22 (2024), $1,000.45 (2025), $1,029.62 (2026), $1,053.09 (2027) per Paid Claim for Non-Specialty Brand Name Prescription Drugs dispensed at Mail Order Pharmacies. **SPECIALTY DRUGS** **BRAND NAME PRESCRIPTION DRUGS** (1) An amount equal to the sum of $2,976.39 (2023), $3,335.31 (2024), $3,686.61 (2025), $3,787.27 (2026), $3,821.35 (2027) per Paid Claim for Specialty Brand Name Prescription Drugs dispensed at retail and mail order Pharmacies	**Measurement Period** Annual **Reporting Period** Annual

Pharmacy Performance Guarantee	Measurement and Reporting Period
Prescription Drug Pricing Guarantees **Prescription Drug Pricing:** (a) The Prescription Drug Pricing Guarantees for Ingredient Cost Discount and Dispensing Fees will be the amounts listed under the following Pricing Guarantee Categories: **BASE RETAIL PHARMACIES** **RETAIL PHARMACIES** The guarantees for Retail Pharmacies will be the following amounts: 1. Brand Discount: AWP minus 19.25% (2023), 19.35% (2024), 19.45% (2025), 19.55% (2026), 19.65% (2027) 2. Brand Dispensing Fee: $0.50 (2023), $0.50 (2024), $0.50 (2025), $0.50 (2026), $0.50 (2027) 3. Generic Discount: AWP minus 85.00% (2023), 85.15% (2024), 85.30% (2025), 85.45% (2026), 85.60% (2027) 4. Generic Dispensing Fee: $0.50 (2023), $0.50 (2024), $0.50 (2025), $0.50 (2026), $0.50 (2027) **RETAIL 90 PHARMACY PHARMACIES** The guarantees for RETAIL 90 Pharmacies dispensing 84-90 day supplies will be the following amounts: 1. Brand Discount: AWP minus 21.50% (2023), 21.60% (2024), 21.70% (2025), 21.80% (2026), 21.90% (2027) 2. Brand Dispensing Fee: $0.40 (2023), $0.40 (2024), $0.40 (2025), $0.40 (2026), $0.40 (2027) **MAIL ORDER OPTIONS** **MAIL ORDER PHARMACY** The guarantees for mail order will be the following amounts: 1. Brand Discount: AWP minus 24.00% (2023), 24.10% (2024), 24.20% (2025), 24.30% (2026), 24.40% (2027) 2. Brand Dispensing Fee: $0.00 (2023), $0.00 (2024), $0.00 (2025), $0.00 (2026), $0.00 (2027) 3. Generic Discount: AWP minus 87.50% (2023), 87.65% (2024), 87.80% (2025), 87.95% (2026), 88.10% (2027) 4. Generic Dispensing Fee: $0.00 (2023), $0.00 (2024), $0.00 (2025), $0.00 (2026), $0.00 (2027)	**Measurement Period** Annual **Reporting Period** Annual

Pharmacy Performance Guarantee	Measurement and Reporting Period
SPECIALTY SERVICE OPTIONS **SPECIALTY DRUGS** **The guarantees for Specialty DRUGS will be the following amounts:** 1. Discount: AWP minus 22.50% (2023), 22.60% (2024), 22.70% (2025), 22.80% (2026), 22.90% (2027) 2. Dispensing Fee: $0.00 (2023), $0.00 (2024), $0.00 (2025), $0.00 (2026), $0.00 (2027)	

ATTACHMENT 2 TO EXHIBIT C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

Pharmacy Operations Guarantees

This Attachment is made part of Exhibit C and will be effective for the Performance Period from 01/01/2023 through 12/31/2027. This Attachment is intended to supplement and amend the Agreement between the Parties. The Measurement Period for these Performance Guarantees will be annual, unless otherwise specified herein. Annual and quarterly reporting periods indicated below are based on calendar years and calendar quarters. These Performance Guarantees are guaranteed upon offer and acceptance of renewal of the medical portion of the Agreement. Payment by PBM to Employer shall be made within 90 days following the reconciliation. The amount at risk for the Pharmacy Operations Guarantees is $50,000.00.

Performance Category	Guarantee	Reporting Period	Reporting Level	Amount at Risk Allocation
Claims Processing - TAT for Member Submitted Claims - No Intervention Required	Member submitted claims not requiring intervention shall be processed within 5 business days.	Quarterly	BOB	09.09%
Claims Processing - TAT for Member Submitted Claims - Intervention Required	Member submitted claims with issues or requiring intervention shall be processed within 10 business days.	Quarterly	BOB	09.09%
Member Services - Phone Abandonment Rate	PBM guarantees calls to Member Services toll-free phone lines shall have an abandonment rate of 02.00% or less.	Quarterly	BOB	09.09%
Member Services - Phone Speed of Answer	For inbound calls to PBM Member Services toll-free phone lines, PBM shall answer 100% of inbound calls within an average of 25 seconds (including calls routed to an IVR).	Quarterly	BOB	09.09%
Member Services - Call Blockage	PBM will have a call blockage rate of no greater than 0%. Carrier will have a call blockage rate of no greater than 01.00%; provided that in no case shall PBM instruct or permit carrier to block calls.	Quarterly	BOB	09.09%
PBM Mail Order Pharmacy - Dispensing Accuracy	PBM accuracy in dispensing prescriptions from its PBM Mail Order Pharmacies (correct drug, correct strength, correct dosage form, correct labeling, and correct member) shall be at least 99.995%.	Quarterly	BOB	09.09%
PBM Mail Order Pharmacy - TAT - No Intervention Required	PBM's Mail Order Pharmacies will dispense and ship all clean prescriptions (those not requiring intervention or clarification) within an average of 1 business day(s).	Quarterly	BOB	09.09%

Performance Category	Guarantee	Reporting Period	Reporting Level	Amount at Risk Allocation
PBM Mail Order Pharmacy - TAT - Intervention Required	PBM's Mail Order Pharmacies will dispense and ship all nonclean prescriptions (those requiring intervention or clarification) for covered drugs to members within an average of 4 business days.	Quarterly	BOB	09.09%
PBM Specialty Pharmacy - On-time Delivery of Scheduled Orders	PBM Specialty Pharmacy guarantees 99.25% on-time delivery of scheduled orders.	Quarterly	BOB	09.09%
Pharmacy Network - Pharmacy Access	Subject to the availability of any active retail pharmacy within the specified area, the PBM National Network shall include a pharmacy within 1 mile(s) of the residence of at least 98.50% of urban Members, within 3 miles of the residence of at least 98.50% of suburban Members, and within 10 miles of the residence of at least 98.50% of rural Members, when there is an active retail pharmacy within 1 mile(s) of urban Members residences, within 3 miles of suburban Members residences, and within 10 miles of rural Members residences, as measured on a calendar year and Employer specific basis.	Annually	BOB	09.09%
System - Claims Processing System Availability	PBM on-line claims processing system shall be available to accept and process claims a minimum of 99.98% of the time excluding any system maintenance periods.	Quarterly	BOB	09.09%

ATTACHMENT 3 TO EXHIBIT C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

Clinical Care Gap Outreach Program (Enhanced) (also referred to as Rx Care Nexus Program)

Performance Guarantee

This Attachment is made part of Exhibit C and will be effective for the Performance Period from 01/01/2023 through 12/31/2027 ("Performance Period"). This Attachment is intended to supplement and amend the Agreement between the Parties. The Performance Period for this Performance Guarantee will be on a 12 month contract year basis, unless otherwise specified herein. The annual reporting period is based on a twelve 12 month contract year.

For purposes of this Attachment to Exhibit C, Measurement Period shall be defined as the Performance Period timeframe plus an additional 6 months after the end of the applicable Performance Period. The additional 6 months is required to ensure Claims from the Performance Period are fully settled and to fully evaluate the aggregate gross savings realized from the Claims incurred during the Performance Period.

This Performance Guarantee is guaranteed upon offer and acceptance of: 1) the Rx Care Nexus Program as set forth in Exhibit A of this Pharmacy Schedule; and 2) renewal of the medical portion of the Agreement. Any payment by PBM to Employer shall be made within 30 days following the reconciliation.

This Performance Guarantee is conditioned upon Employer maintaining at least 1,000 enrolled Members on average during the Measurement Period.

A. Administration of Guarantee

1. The Rx Care Nexus Program includes interventions around adherence outreach for both non-compliant and new to therapy patients as well as patient and Provider outreach when lower-cost, clinically appropriate therapeutic equivalents are available for targeted drugs.
2. The pricing for the Rx Care Nexus Program as set forth in Exhibit A of this Pharmacy Services Schedule is based on Employer agreeing to implement all of the current conditions in the Rx Care Nexus Program: asthma/COPD, behavioral health conditions, diabetes, cardiovascular conditions, hyperlipidemia, hypertension, gastroesophageal reflux disease, osteoporosis, seizure disorders.
3. PBM guarantees that the aggregate gross savings realized from the Rx Care Nexus Program services over the Performance Period shall be 2:1 of the aggregate fees paid by Employer for the Rx Care Nexus Program for that Performance Period.
4. This Guarantee is contingent upon Employer providing PBM with (a) the required prior year Member, eligibility and prescription data elements prior to calculation of the Return on Investment ("ROI") if PBM was not Employer's PBM in the calendar year prior to Employer's implementation of the Rx Care Nexus Program; and (b) sufficient and accurate eligibility information, which includes current telephone numbers and email addresses of Members.
5. The ROI savings calculation shall be determined as follows:
    a. Improved Medication Adherence: For Members whose adherence to a drug therapy improves, medical savings is derived from avoided adverse medical events as a result of taking medications appropriately. These savings totals are derived from published literature and undergo actuarial review. For every gap closure, this total is applied once annually per avoided adverse event;
    b. Lower Cost Alternatives: Savings derived by difference in cost between high priced branded/nonformulary medication and lower cost generic or therapeutic alternatives. Savings is tracked at a Member/Claim level for 3 years after first alternative fill; and
    c. Medication Management: Saving derived from removing or reducing inappropriate utilization (i.e., inappropriate dose or frequency of medication therapies) and successful recommendation to guideline directed therapy (i.e., addition or change of medication therapy) to avoid adverse medical events and/or duplication of therapy. The annualized actual Claim cost savings is derived by comparing post intervention costs versus prior intervention.

    PBM will include the associated savings in its ROI Guarantee.

6. Employer acknowledges and agrees that the estimated health care savings described above in Section A.5 above reflect an estimate of the health care costs presumed to be avoided through the actions of PBM to improve medication adherence and close gaps in care associated with certain chronic conditions that typically have high levels of medical costs. This amount will be an estimate of the health care costs avoided by the Plan through the associated condition-specific savings identified in current peer reviewed clinical literature.
7. PBM reserves the right to revise the ROI Guarantee in the event of changes to Plan design or Member population that materially impacts the effectiveness of the Rx Care Nexus Program. Employer acknowledges it shall not be eligible to receive an ROI savings guarantee under any other pharmacy program, which includes adherence or closing gaps in therapy, or in addition to any other integrated savings guarantee program during any period that Employer receives an ROI savings guarantee under the Rx Care Nexus Program.

B. Measurement and Reporting

The Performance Period for this Performance Guarantee will be on a 12 month contract year basis. The annual reporting period is based on a 12 month contract year.

C. Annual Amount at Risk

The annual amount at risk shall be 100% of the Rx Care Nexus Program fee, which is set forth on Exhibit A to the Pharmacy Services Schedule.

D. Final Settlement and Reconciliation

1. At the end of the Measurement Period, there will be a settlement and reconciliation.
2. The final settlement and reconciliation will be submitted to Employer within 1 month immediately following the end of the applicable Measurement Period.
3. In the event PBM fails to meet the ROI Guarantee, PBM shall, within 1 month following submission of the final reconciliation to Employer as set forth in Section D.2 above, credit Employer for its portion of any ROI shortfall following the end of the applicable Measurement Period to the extent necessary under the ROI Guarantee. PBM's maximum obligation under the ROI shall be the amount of Rx Care Nexus Program fees paid by Employer during the applicable Performance Period.

CONFIDENTIALITY AGREEMENT
SAMPLE ONLY

This Confidentiality Agreement ("Agreement"), effective as of the last date signed below, is entered into by Elevance Health on behalf of itself and its affiliates and subsidiaries (each an "Elevance Health Company" and collectively "Elevance Health") and ("Recipient"). Elevance Health and Recipient may be referred to each as a "Party" and collectively as the "Parties".

1. **Scope**. The Parties acknowledge and agree that: (a) Elevance Health is a third party administrator and/or insurer for certain self-funded and fully insured group health plans operated on behalf of employers (each a "Plan" and collectively the "Plans"); (b) pursuant to separate agreements between the Plans and Recipient, Recipient performs services necessary for the administration of the Plans; (c) the Parties reasonably anticipate that certain Plans have requested or will request that Elevance Health provide to Recipient certain information; and (d) the terms and conditions of this Agreement shall govern Recipient's use and disclosure of Elevance Health's P/C Information (as defined herein) contained in the information provided by Elevance Health to Recipient, regardless of the Plan involved.

2. **Specifications and Permitted Purpose**. "Information" shall mean the data that Elevance Health agrees to release to Recipient pursuant to each Plan request. The Information shall conform to the specifications set forth in an Elevance Health Data Release Specifications Form, and shall be for Recipient's use only in accomplishing the particular plan administration purpose ("Permitted Purpose") identified therein. "Data Release Specifications Form" means a form substantially similar to the sample attached hereto as Exhibit A. Each Data Release Specifications Form agreed to by the Parties shall be deemed incorporated into this Agreement by reference.

3. **P/C Information**. Recipient acknowledges that the Information includes Elevance Health's Proprietary Information and Elevance Health's Confidential Information. "Elevance Health's Proprietary Information" means the non-public, trade secret, commercially valuable, or competitively sensitive information of an Elevance Health Company, or other material and information relating to the products, business, or activities of an Elevance Health Company, including but not limited to: (i) Information about the Elevance Health Company's provider networks, provider negotiated fees, provider discounts, and provider contract terms; (ii) information about the systems, procedures, methodologies, and practices used by an Elevance Health Company in performing its services such as underwriting, claims processing, claims payment, and health care management activities; and (iii) combinations of data elements that could enable information of this kind to be derived or calculated. "Elevance Health's Confidential Information" means information that an Elevance Health Company is obligated by law or contract to protect, including but not limited to: (i) Social Security Numbers; (ii) provider tax identification numbers (TINs); (iii) National Provider Identification Numbers (NPIs); (iv) provider names, provider addresses, and other identifying information about providers; and (v) drug enforcement administration (DEA) numbers, pharmacy numbers, and other identifying information about pharmacies. Elevance Health's Proprietary Information and Elevance Health's Confidential Information may be referred to together as the "P/C Information." "Elevance Health Company, " as used in the definitions set forth in this Section 3 and for purposes of this Agreement also includes a licensee of the Blue Cross and Blue Shield Association (each a "Blue Plan"), to the extent Elevance Health provides such Blue Plan's Information to Recipient.

4. **Business Associate Status and Obligations**. The Parties acknowledge and agree that: (a) the Information may include protected health information ("PHI"), as that term is defined and used in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 C.F.R. §§ 160-164 (collectively, "HIPAA"); (b) each Party may be the Plans' Business Associate as defined and governed by HIPAA; (c) to the extent required by HIPAA, each Plan has required or will require such Party separately to enter into a Business Associate Agreement with the Plan, setting forth its obligations pursuant to 45 C.F.R 164.502(e); and (d) Recipient's use and disclosure of the P/C Information shall be governed by this Agreement; however, Elevance Health's disclosure of PHI to Recipient and Recipient's subsequent use and disclosure of the PHI separate and apart from the P/C Information shall be governed by HIPAA and the Plans' applicable Business Associate Agreements.

5. **Permitted and Non-permitted Uses**. Recipient shall use the P/C Information solely for the Permitted Purpose set forth in the applicable Data Release Specifications Form and to develop related reports and information for the applicable Plan(s). Recipient shall not, without Elevance Health's advance written consent: (a) use the P/C Information, or reports or summaries arising therefrom, for any other purpose; (b) alter the P/C Information in any manner; (c) combine the P/C Information with other data to create or add to an aggregated database for Recipient's own internal use or analysis or for use in producing analyses, reports, extracts, or summaries that will or could be made available to any person or entity other than the applicable Plan; (d) combine the P/C Information provided for a particular Permitted Purpose with P/C Information provided for another purpose; (e) sell or disclose the P/C Information to any other person or entity, including without limitation affiliates of Recipient, except as expressly permitted herein; or (f) except to accomplish the Permitted Purpose, use the P/C Information for its own internal use and analysis. The provisions of this section shall survive the termination of this Agreement.

6. **Permitted and Non-permitted Disclosures**. Recipient shall maintain the P/C Information in strict confidence, and, except as expressly permitted in this Section 6, shall only permit access to and use of the P/C Information by those of its employees and agents whose access and use are necessary to accomplish the Permitted Purpose and who are bound to maintain the P/C Information in strict confidence. Recipient may disclose the P/C Information associated with a particular request to the applicable Plan, but shall not disclose it to any other person or entity, including but not limited to another carrier or vendor, except as expressly permitted herein. At the direction of the applicable Plan, Recipient may disclose the minimum amount of P/C Information necessary to a consultant or vendor of the Plan who has entered into a confidentiality agreement with Elevance Health (or amended its existing confidentiality agreement with Elevance Health via the addition of a Data Release Specifications Form) with respect to the disclosure. Additionally, Recipient may disclose the minimum amount of P/C Information necessary to Recipient's own consultants or vendors who need to know the P/C Information to fulfill the Permitted Purpose, but only if Recipient: (a) enters into a Confidentiality Agreement with the consultant or vendor containing provisions regarding the use and disclosure of such P/C Information at least as stringent as those contained in this Agreement; and (b) provides Elevance Health with advance written notice of the identity of the consultant or vendor to whom the disclosure is to be made. Elevance Health reserves the right to require such consultant or vendor to enter into a Confidentiality Agreement with Elevance Health prior to such disclosure by Recipient.

7. **Data Protections and Security**. Recipient shall afford the P/C Information the same protections it would employ if the P/C Information were its own proprietary and confidential information, but no less than a reasonable degree of protection. Recipient shall implement reasonable and appropriate safeguards and technical controls designed to use, store, transmit, and dispose of the P/C Information in a manner intended to ensure that the P/C Information will only be used for the Permitted Purpose and that the P/C Information will be protected against reasonably anticipated threats to its security. If Recipient receives the Information from Elevance Health via electronic means such as FTP transmission, Recipient shall use reasonable physical and software-based security measures commonly used in the electronic data interchange field to protect the P/C Information. Recipient shall implement and comply with, and shall not attempt to circumvent or bypass, Elevance Health 's security procedures for the use of the electronic method of Information transmission.

8. **Systems Access**. If Elevance Health grants Recipient the right to access Elevance Health's benefits administration or other electronic systems ("Systems") in order to view, use, or facilitate the transfer of the Information, the following conditions shall apply: (a) the Systems, and any passwords, user identification codes, and documentation with respect to the Systems shall be treated as Elevance Health's Proprietary Information for purposes of this Agreement; (b) Recipient's right to access the Systems is nonexclusive and nontransferable, and Recipient shall not share, lease or otherwise transfer its right to access and use the Systems to any other person or entity; (c) all rights, title and interest in the Systems remain Elevance Health's; (d) Recipient shall only access the Information described on the applicable Data Release Specifications Form which is necessary to accomplish the Permitted Purpose; (e) all Systems access shall be achieved through the interfaces and protocols provided or authorized by Elevance Health, and Recipient shall comply with any and all reasonable restrictions and limitations pertaining to such access as shall be communicated to Recipient by Elevance Health in writing; and (f) Recipient shall immediately notify Elevance Health of any unauthorized use of Recipient's access credentials or other unauthorized access to the Systems.

9. **Providers**. Except in reports provided to the applicable Plan as permitted by this Agreement, Recipient shall not in any report, or in any other medium, refer to any provider of health care or pharmacy by name or by any other identifying reference. Recipient shall not contact any provider of health care or pharmacy concerning any information obtained pursuant to this Agreement unless the contact is coordinated by Elevance Health.

10. **Disclaimer and Exculpation**. Elevance Health provides the Information on an "as-is" basis, and makes no representation or warranty as to the accuracy or reliability of any conclusions or interpretations made by Plans and/or Recipient on the basis of the Information. Recipient releases Elevance Health and its agents and employees from any and all liability whatsoever for any erroneous, inaccurate, or incomplete Information.

11. **Disposition of the P/C Information**. Upon termination of this Agreement or the conclusion of Recipient's use of the P/C Information to accomplish the Permitted Purpose, Recipient shall destroy the P/C Information or return it to Elevance Health. Notwithstanding the foregoing, Recipient may retain the P/C Information pursuant to Recipient's reasonable record retention policies and procedures in compliance with applicable law; provided, however, that Recipient shall continue to be bound by the confidentiality terms of this Agreement with respect to the P/C Information for as long as such P/C Information is retained.

12. **Excepted Information**. This Agreement shall not be construed to restrict the disclosure by Recipient of information that (a) other than as a result of breach of this Agreement, has been previously published, is now public knowledge, or becomes public knowledge; (b) other than in violation of this Agreement, is independently developed by Recipient; (c) is made available to Recipient by any person or entity other than Elevance Health, provided the source of such information is not subject to any confidentiality obligations with respect to it; or (d) is required to be disclosed pursuant to law, order, regulation, or judicial or administrative process, but only to the extent of such required disclosures.

13. **Investigation of Suspected Breach**. If Elevance Health reasonably believes that Recipient has breached this Agreement, Elevance Health shall have the right to investigate. Recipient shall permit Elevance Health or its designee to observe and review onsite Recipient's processes and records relating to how the P/C Information has been stored, used, and disclosed, and shall reasonably cooperate with Elevance Health. Elevance Health shall give Recipient at least seventy-two (72) hours' advance notice and shall perform any onsite review at its own cost and expense, during normal business hours, and in a manner reasonably designed to protect the confidentiality of Recipient's confidential information and to avoid interfering with Recipient's business operations. If Elevance Health's review confirms that a breach has occurred, then notwithstanding any other provision of this Agreement and in addition to any other available remedies: (a) Elevance Health shall have the right, at its sole option, to discontinue any ongoing releases of Information to Recipient and terminate this Agreement immediately upon notice to Recipient; and (b) notwithstanding the terms of Section 11, Recipient shall immediately return all P/C Information then in its possession to Elevance Health.

14. **Equitable Relief**. Recipient acknowledges that irreparable injury could result to Elevance Health and its business if Recipient breaches its obligations under this Agreement. Without prejudice to any other rights and remedies available to it, Elevance Health shall be entitled to seek a restraining order, injunction or other equitable relief to prevent any actual, intended, or likely injuries which may result from a breach by Recipient.

15. **Legal Prohibition**. In the event that any local, state or federal law now in existence or hereafter enacted or decided (including rulings of regulatory agencies) prohibits Elevance Health from providing any or all of the Information, Elevance Health shall be relieved of any obligation to do so and shall notify Recipient in writing.

16. **Successors and Assigns**. This Agreement shall inure to the benefit of all successors and assigns of the Parties.

17. **Severability**. The unenforceability or nullity of any of the provisions of this Agreement, either in whole or in part, shall not render any other provision unenforceable or null and void.

18. **Headings**. All headings used in this Agreement are used for reference purposes only, and shall not affect the meaning or interpretation of any provision of this Agreement.

19. **Governing Law**. The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Indiana.

20. **Notice**. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent via certified or registered mail with return receipt requested or via a recognized courier service to the Notice Address set forth below.

21. **Multiple Counterparts**. This Agreement and any subsequent amendment to it may be executed in several counterparts and by each of the Parties on a separate counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute but one and the same instrument. A facsimile signature shall be deemed equivalent to an original ink signature. This Agreement (and any subsequent amendment) shall not become binding on either of the Parties until each Party has transmitted to the other Party a counterpart executed by the transmitting Party.

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties, superseding any and all earlier agreements, either oral or written, between the parties with respect to the subject matter hereof, and no earlier agreement, statement or promise relating to the subject matter of this Agreement will be valid or binding.

23. **Termination**. Unless earlier terminated pursuant to Section 13, this Agreement shall remain in effect until such time as either Party provides at least ninety (90) days' written notice to the other Party of its decision to terminate this Agreement; provided, however, that the obligations related to the use, disclosure, and protection of the P/C Information shall have no expiration.

24. **Amendment**. From time to time local, state or federal legislative bodies, boards, departments or agencies may enact or issue laws, rules, or regulations pertinent this Agreement. In such event, the parties agree that Elevance Health shall have the right to unilaterally amend this Agreement to reflect such change.

In consideration of the mutual obligations contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions herein. Each of the undersigned represents, warrants, and covenants that he or she has the authority and the right to enter into this Agreement binding the Party on whose behalf the Agreement is hereby executed:

ELEVANCE HEALTH:	**RECIPIENT**:
Elevance Health, Inc. on behalf of itself and its affiliates and subsidiaries	_____
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date
_____	_____
Notice Address:	**Notice Address**:
220 Virginia Avenue	_____
Indianapolis, IN 46204	_____
Attn: General Counsel	_____

EXHIBIT A
SAMPLE ONLY

DATA RELEASE SPECIFICATIONS FORM

This Data Release Specifications Form amends, supplements, and is incorporated into the Confidentiality Agreement(s), identified herein, and previously entered into between the Parties. For any prior Data Release Specifications Form or data request approved by Elevance Health under a Confidentiality Agreement which included an "Exhibit A - Elevance Health Standard Record Layout – Medical, " such Exhibit A shall be deleted in its entirety. For avoidance of doubt and regardless of any "sample" File Record Layout provided to the Recipient or referenced in the Confidentiality Agreement or attachments thereto, all data request made under this or subsequent Data Release Specifications Form shall be fulfilled in accordance with Elevance Health's Data Release Policy.

Name of Employer for whom data release is requested: _____

Incurred Date Range of requested historical data (if applicable): _____

Paid Date Range of requested historical data (if applicable): _____

Requested frequency of ongoing data releases (if applicable): _____

Purpose(s) for which Elevance Health Data and Non-Elevance Health Data is requested. Describe in full detail how the Elevance Health Data and Non-Elevance Health Data will be used and/or disclosed:

_____

List all other parties, if any, to whom Recipient wishes to disclose the Elevance Health Data and Non-Elevance Health Data (name and address). (Each may be required to enter into an Agreement with Elevance Health.)

(As applicable INSERT - {Third Party Full Legal Name}, {Full Address})

_____

(If applicable INSERT - {Agreement Type} / {Agreement Signatories} / {Execution Date})

_____

File Layout Specifications: Attach requested deliverable's layout(s) or format(s), which are subject to Elevance Health's approval.

{INSERT AGREED TO DELIVERABLE LAYOUT(S) / FORMAT(S)}

RECIPIENT:		**ELEVANCE HEALTH:**	
<INSERT VENDOR NAME (as listed in Agreement)>		ELEVANCE HEALTH INC. ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUBSIDIARIES	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Confidentiality Agreement (Title/Parties/Date):

<Agreement Type> / <Agreement Signatories> / <Execution Date>

By signing this Data Release Specifications form, the Parties acknowledge and agree that, to the extent applicable, it will satisfy the requirement for a "File Record Layout Form" and/or "Data Release Specifications Form" and will serve the same purpose with respect to any confidentiality agreements requiring the use of a File Record Layout Form or Data Release specifications Form.

INTEGRATED ENGAGEMENT SERVICES PREFERRED SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Integrated Engagement Services Preferred Schedule ("Schedule") supplements and amends the Administrative Services Agreement ("Agreement") and is effective January 1, 2023 ("Effective Date"). If there are any inconsistencies between the provisions of this Schedule, any other Schedule, and/or the Agreement, the terms of this Integrated Engagement Services Preferred Schedule shall control, but only as they relate to Integrated Engagement Services Preferred. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

A. DEFINITIONS. For purposes of this Schedule, the following words and terms, if they appear in this Schedule, shall have the meanings assigned to them below unless the context or use clearly indicates another meaning or intent:

1. **CARVE-OUT ADMINISTRATOR**. If applicable, a third party vendor providing services to Employer and which, in connection with such services, will provide information to Anthem, or otherwise coordinate with Anthem, in connection with the Integrated Engagement Services.
2. **ENGAGEMENT APPLICATION**. The mobile application and web site on which the Integrated Engagement Services will be displayed to Users.
3. **ENGAGEMENT FUNCTIONALITY**. A component of the Integrated Engagement Services which will be made available on the Engagement Application as of its applicable Production Ready Date.
4. **INTEGRATED ENGAGEMENT SERVICES**. The consumer engagement services which are provided by Anthem to Employer.
5. **PRODUCTION READY DATE**. For medical transparency, the day immediately following the day Anthem delivers notice to Employer that the implementation is complete with respect to medical transparency. For each other Engagement Functionality, the day immediately following the day Anthem delivers notice to Employer that such Engagement Functionality will be made available to Users.
6. **USER**. A Subscriber or a Subscriber's covered dependent who is at least 18 years of age and, if applicable, a non-covered individual who is eligible to receive Integrated Engagement Services.

B. INTEGRATED ENGAGEMENT SERVICES

1. The Engagement Application will be accessible via secure sign-on with authentication, and will permit Users to also access the Anthem.com web site and, as applicable, the web sites of Employer's Carve-Out Administrators.

C. GENERAL PROVISIONS

1. **Conforming Data**. To the extent that data is required from Employer or Employer's Carve-Out Administrator(s) in order to provide the Integrated Engagement Services or any Engagement Functionality or feature included in the Integrated Engagement Services:
   a. Employer acknowledges and agrees that enrollment in Integrated Engagement Services constitutes written permission and consent from Employer for Anthem: 1) to contact Carve-Out Administrator(s) to begin implementation and set-up for Integrated Engagement Services; and 2) to collect applicable benefit and claims data from Carve-Out Administrator(s).
   b. Employer must provide, or ensure that each Carve-Out Administrator provides Anthem with the necessary data in accordance with Anthem's specifications regarding timeliness, quality, content, file format, and medium (the "Conforming Data").
   c. Employer acknowledges that Anthem's ability to perform the Integrated Engagement Services and to satisfy any applicable performance measures or guarantees is dependent on the timely receipt by Anthem of the Conforming Data.
   d. Employer agrees that if the Conforming Data is not provided or is not provided in a timely manner, Anthem shall have no obligation to provide the Integrated Engagement Services, or perform related reporting or other obligations until such time as the Conforming Data is received and integrated by Anthem.

e. Anthem will not be penalized in any manner, be deemed to be in breach of the Agreement, or be deemed to have failed to achieve any applicable performance measures or guarantees, to the extent that performance has been prevented or materially negatively affected by the failure of Employer or Employer's Carve-Out Administrator(s) to provide the Conforming Data.

2. **Change in Carve-Out Administrator(s)**. If Employer changes Carve-Out Administrators, a one-time fee shall apply for each such change.

3. **Use of Employer Brands**. To the extent that Employer's name, marks, logo or other such content (collectively, "Employer Brands") will be displayed or included on any printed materials as part of the Integrated Engagement Services, Employer grants Anthem a royalty-free license to use such Employer Brands for purposes of the Integrated Engagement Services.

4. **Taxes**. Employer shall be responsible for any sales and use tax or other similar tax of any nature assessed with respect to the Integrated Engagement Services or any product or service included within the Integrated Engagement Services by a government authority under applicable law. Employer agrees to reimburse Anthem in full for all such remitted taxes upon receipt of Anthem's invoice.

5. **Termination of Integrated Engagement Services**. Subject to any applicable early termination fee as set forth in Schedule A, this Schedule may be terminated during the term of the Administrative Services Agreement only if Employer provides Anthem with 90 days' advance written notice.

6. **Federal and State Compliance**. Employer is solely responsible for compliance with the Family and Medical Leave Act and, to the extent applicable to Employers' wellness program(s), for compliance with the Americans with Disabilities Act, the Internal Revenue Code, federal and state nondiscrimination laws, and other federal and state laws and regulations governing wellness programs.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: Robert Tew

Title: Vice President, Sales and Client Management

Date: October 9, 2023

CDHP Group Questionnaire

This questionnaire is for ☑ **New Employer** ☐ **Renewing Employer** ☐ **Product Modification/Mid-year Change**
What is the effective date? 01/01/2024

Instructions

1. Complete section A. The remaining sections should only be completed if offering the applicable benefit account.
2. For existing employers, please provide current Employer ID (Case #) in section A.
3. Submit completed application to the Anthem Implementation Lead.

Section A: Employer Information and Accounts

Employer Name | Tax ID

Employer ID (Case Number) | Effective Date

Number of Benefit Eligible Employees | Estimated Number of Participants

Employer Contact Name #1 | Phone | Email

Employer Contact Name #2 | Phone | Email

Employer Contact Name #3 | Phone | Email

Broker/Consultant Contact Name | Phone | Email

Check the box for each type of account being offered, then complete the applicable sections:

☐ Health Savings Account (HSA): Section B, I

☑ Flexible Spending Account (FSA): Sections C, F, G, H, I *(Healthcare FSA, Limited Purpose FSA, and Dependent Care)*

☐ Commuter- Transit and Parking: Sections D, F, G, H, I

☐ Health Reimbursement Arrangement (HRA) or Health Incentive Account Plus (HIP): Sections E, F, G, H, I

- ☐ Member Pay HRA with Debit Card: Section E1
- ☐ Provider Pay HRA with an Upfront Deductible: Section E2
- ☐ Provider Pay Medical Split HRA: Section E3
- ☐ HRA Provider Pay: Section E4
- ☐ HRA Rollover: Section E5
- ☐ Custom HRA (Please attach prior approval for any customization requirements and/or benefit configurations)

Section B: Health Savings Accounts ☐ Not Applicable

If this is a Renewal or Mid-Year Change, please select one of the following: ☐No changes from previous year ☐See requested changes below

HSA Custodian: WealthCare Saver

***WealthCare Saver** will distribute HSA Custodial Agreements, Terms and Conditions, and Privacy Notices to employees within 10 days of HSA account opening.*

Do you have a prior HSA custodian for which you would like to facilitate an employer managed bulk transfer? No

If yes, please specify the below information:

HSA Custodian Name:

HSA Custodian Phone Number:

Who will pay monthly administration fees for HSAs? Actives Employer COBRA Employer

Please select method of providing payroll contributions: ACH Pull - Upload Files Online (up to 400 enrollees)

Payroll frequency and date: Payroll frequency: Date of first contribution:

Payroll frequency: Date of first contribution:

Provide employer HSA contribution, if applicable.

Employee: $ Employee Plus One: $ Family: $ Frequency: Expected date of first contribution:

Contributions will not post automatically based on this form. Deposits that occur on weekends or bank holidays will become available within 2-3 business days.

Will incentives be offered to employees to earn additional HSA dollars by completing health activities? No

Only applies for account deposits, if you have selected gift cards as the redemption option, please select 'No'

Extra-Bucks Account: No

An Extra Bucks account helps your employees transition from an HRA that has rolled over to an HSA plan. Any HRA funds that would have rolled over can be deposited into an account to be used for medical coinsurance only. Note: If you have a prior administrator for your HRA, we will require a file from your prior administrator to credit funds into the "Extra Bucks" account.

Do you want to fund by divisions, group suffix, or funding group? No

Would you like to use the below bank account to fund HSA payroll deposits and non-HSA claims?*

**If different bank accounts is selected, the below bank account information will be used for HSA payroll deposits and Section G will need to be completed for non-HSA claims.*

☐ *For renewing clients, select here to continue using the bank account information on file.*

Employer HEREBY authorizes Anthem, or its agents, to initiate ACH transfers for the following depository in accordance with the NACHA Operating Rules outlined below:

Bank Account Number Routing Number Type of Account:

Financial Institution Name

Name of Authorized Signer Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

If there is a filter preventing unauthorized bank entries, please see the filters to add below. Both submitting bank BMO and your chosen Custodian must be added.

SUBMITTING BANK (ODFI): BMO HARRIS BANK N/A. ACCOUNT NAME:Med-I-Bank ROUTING NUMBER: 075000051

ORIGINATION ID: 07500005 COMPANY ID (Daily POS Settlements): 1383261866 COMPANY ID (RESUBMITS): W383261866 COMPANY ID: 3333313100.

Note there is a $1 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

WealthCare Saver (HSA Deposits):

BMO HARRIS BANK N/A. COMPANY ID: I900808825 ROUTING NUMBER: 071000288

Note there is a $0.01 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

NACHA Operating Rules

Employer HEREBY authorizes Anthem or its agent, , to initiate ACH debit entries (or correcting credit entries) to the bank account listed below. Anthem or its agent shall ACH debit the employer group for the sum total of claim reimbursement activity each day. Anthem or its agent shall notify the employer of claims activity through an email as well as an employer funding report. Employer agrees not to dispute any debits with its bank provided the transaction(s) correspond to the terms indicated in this Agreement.

Both parties agree to be bound by NACHA Operating Rules as they pertain to these transactions. Employer acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. This Authorization will remain in effect until Employer cancels it in writing or provides a new account authorization, allowing at least ten (10) business days for Anthem and its agent to act. Employer understands that if an ACH debit fails for any reason, including insufficient funds, and Anthem or its agent becomes obligated to settle claims, Employer will indemnify Anthem or its agent for such amounts within one (1) business day of receiving notice from Anthem or its agent. A charge of $100.00 may be assessed for each ACH return. Failure to transfer funds to Anthem or its agent as set forth herein may result in the suspension or termination of services.

If there is a filter preventing unauthorized bank entries, please see the filters to add below. Both submitting bank BMO and your chosen Custodian must be added.
SUBMITTING BANK (ODFI): BMO HARRIS BANK N/A. ACCOUNT NAME:Med-I-Bank ROUTING NUMBER: 075000051
ORIGINATION ID: 07500005 COMPANY ID (Daily POS Settlements): 1383261866 COMPANY ID (RESUBMITS): W383261866 COMPANY ID: 3333313100.

Note there is a $1 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.
WealthCare Saver (HSA Deposits):
BMO HARRIS BANK N/A. COMPANY ID: I900808825 ROUTING NUMBER: 071000288

Section C: Flexible Spending Accounts, Limited Purpose FSA, and Dependent Care Accounts ☐Not Applicable

If this is a Renewal or Mid-Year Change, please select one of the following: ☐ No changes from previous year ☐ See requested changes below

Please select which accounts will be offered:			
Plan Options	☑ **FSA – Section 213(d)**	☐ **Limited Purpose FSA**	☑ **Dependent Care**
Plan Start to End Date	to		
Claim Run-out Date			
Terminated employees can submit claims for: *(Terminated employees are not eligible for grace period or spend down)*	If "Other", please specify:		
Maximum Annual Election *(Amount must include employer contributions from Employer Contribution field below, if any)*	Amount:	Amount:	Amount:
Grace Period* *(Allows claims to be incurred for 75 days after the last day of the plan year. For example, a calendar year plan's grace period ends March 15.)*			
Carryover* *(If your plan allows employees to carryover up to the IRS Maximum, the employee must be enrolled in the new FSA benefit year)*	Note: Enrollment required to participate in next year's carryover funds beyond grace period Will a carryover be offered? Is there a minimum rollover amount? No What is the rollover expiration period? If so, how much?		
Allow participants to update their LPFSA to full purpose once their minimum deductible has been met?	Not Applicable	No (standard)	Not Applicable
DCA Spend Down Provision *(Allows termed members to incur new expenses through the plan year)*	Not Applicable	Not Applicable	
Employer Contribution	$ per EE per year	$ per EE per year	$ per EE per year
Payroll Contribution Method			
Payroll Frequency and Date	Payroll Frequency:	First Payroll Date:	
Debit Card Access			

**The grace period allows a participant to use any remaining funds from the previous plan year for a period of 2 ½ months after. It cannot be offered in combination with the carryover. A carryover allows participants to roll forward any unused funds, up to the IRS Maximum, into the future plan year. The funds can be used for previous and current dates of service during the claim run out, after which it can only be used for current dates of service.*

Section D: Transit and Parking Accounts ☐ Not Applicable

If this is a Renewal or Mid-Year Change, please select one of the following: ☐ No changes from previous year ☐ See requested changes below

Please select which accounts will be offered:

Plan Options	☐ **Transit**	☐ **Parking**
Terminated employees can submit claims for:	If "Other", please specify:	
Maximum Monthly Election (Amount must include employer contributions from Employer Contribution field below, if any)	Amount:	Amount:
Employer Contribution	$ per EE per month	$ per EE per month
Payroll Contribution Method		
Payroll Frequency and Date	Payroll Frequency:	First Payroll Date:
Debit Card Access		

391

Section E: Health Reimbursement Arrangements ☐ Not Applicable

If this is a Renewal or Mid-Year Change, please select one of the following: ☐No changes from previous year ☐See requested changes below

Please complete one HRA section per PLAN ID. If offering more than one HRA, please complete the Appendix at the end of this application. *(e.g. if offering an HRA and an HIA+ (HIP) plan fill out one in section E and the other details in the Appendix.)*

HRA1: Group Suffix

Plan Start Date | Plan End Date | Claim Run-Out Date

Terminated employees can submit claims for 90 days (Standard) | If "Other", please specify:

HRA Funding per Employee

Will HRA funds be pro-rated based on entry date in the plan?

If not pro-rated, will HRA funds be distributed to employees on a monthly, quarterly or annual basis?

Select one tier only then specify annual allocation level per tier *(2 tier only for <1,000)*:
Dollar amount in each field below must be populated.

Will incentives be offered to employees to earn HRA dollars by completing health activities?
If 'Yes', please select one:

If offering ability to earn incentives on top of the employer HRA allocation, enter the HRA allocation amounts below.

***Health Incentive Account Plus**: Health Incentive Plan (HIP) + Health Reimbursement Arrangement (HRA): Eligible expenses and method of spending will be same as HRA. If 'yes' is selected, complete HRA Section.*

*If offering **incentive HRA only**, select your funding tier and enter 0.00 for each coverage type.*

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

SELECT ONE OFFERING FROM SECTIONS E1 – E4.

Section E1: Member Pay HRA with Debit Card

Indicate the services you would like to cover. A debit card will be offered to all members:
☑ Medical ☐ Dental ☐ Vision ☐ Rx ☐ OTC

Section E2: Provider Pay HRA with an Upfront Deductible – No Debit Card

Indicate the services you would like to cover.
☐ Auto Pay Medical:
- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx

Select one tier that matches the employee HRA Funding Tier, then specify the HRA up front deductible *(2 tier only for <1,000)*:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Do you want an embedded deductible per individual? If so, provide the individual upfront deductible.

☐ Individual Deductible: $

Section E3: Provider Pay Medical Split HRA: Employer HRA Covers a Percent of Each Claim – With Optional Rx Debit Card

Indicate the Member Responsibility by claim:

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx Debit Card

Section E4: HRA Provider Pay – No Debit Card

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance

☐ Rx

Section E5: HRA Rollover

Would you like to offer an HRA rollover? No

If you select 'yes', please fill out this section. If you select 'no', please move to the next section.

Rollover Date *(recommend 3 months from the effective date and the first of the month)*:

Minimum rollover amount *(recommend $0)*: **$**

How much of remaining employee funds should rollover to the next plan year?

If "Percent" or "Percent Up to Cap" are selected, specify percent value: %

Select one tier only then specify maximum rollover amount for each tier:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

For first year accounts, will a HRA be expected to roll over from a previous administrator or system?

If yes, please select:

☐ LITES ☐ Other:

No data file impact

Section F: Debit Cards and Account Priority

Plan Priority

Please indicate which plan will be the priority.

☐Health Reimbursement Account (HRA) ☐Flexible Spending Account (FSA)

Substantiation (Non-HSA Accounts Only)

The IRS requires transactions be substantiated and if not appropriately substantiated that debit cards will be suspended.

Suspend debit cards

If "Do not suspend debit cards" is chosen, you acknowledge that you understand that in certain cases this benefit could be considered taxable. Anthem will provide and require a hold harmless agreement prior to enabling this option. This hold harmless can be requested from your account manager.

The following transactions will be approved without participant intervention in compliance with IRS regulations:

- Prescription and OTC items purchased at IIAS pharmacies
- Recurring expenses
- Transactions that match amounts from a claim file
- Copays
- Copay multipliers

Please indicate if you use one of the following carriers:

☐Anthem Dental ☐ Anthem Vision ☐ Anthem Rx (Pharmacy)

☐Non-Anthem Rx PBM:

☐ Non-Anthem Dental

☐ Non-Anthem Vision

Section G: Prefunding and Frequency of Replenishment for Accounts Other Than HSA

Please indicate preferred billing method for claims and debit card utilization. We will initiate an ACH debit for prefunding and ACH debit on frequency selected here: Daily, 3% prefund required

- The Employer agrees that all funds are solely Employer's funds, are part of Employer's general assets, and do not include any employee/beneficiary contributions.
- The Employer appoints Anthem or its subcontractor as agent to hold funds for the sole purpose of satisfying Employer payment obligations.
- An initial prefund is required which will be debited approximately three to four weeks prior to the plan start date. If elections are not available to calculate reserve by the 15th of the month prior to effective date, reserve will be calculated using an estimate.
- The prefund is calculated by using the following formula: FSA, FSL, and MP HRA - Total Annual Election x % prefund selected. Extra Bucks, Incentive Only, and DCA/Commuter without FSA – is calculated separately.
- If the amount of employees enrolled increases month to month, we reserve the right to recalculate the prefund amount and request additional funds.
- If claim utilization during the week exceeds the reserve on hand, additional funds will be requested off-cycle to cover the shortage.
- The employer is required to have sufficient funds in the bank account designated to cover the activity on the account or all activity will be frozen. If reserve funds have not been received prior to effective date, cards will not work and claims will not be reimbursed.
- Any amounts remaining at the end of the run out are returned to the employer within 180 days, not to exceed 240 days.
- If there are less than 1,000 employees enrolled, 0% prefund will be required if daily schedule is selected.
- Prefund is required for all plans with the exception of PP HRA.

Do you require to fund by divisions, group suffix, or funding group?

If ACH Debit is selected, please provide bank account that should be used for claims and debit card swipes. Employer HEREBY authorizes Anthem or its agents to initiate ACH transfer entries for the following depository in accordance with NACHA Operating Rules outlined below:

Designate the plans this bank account will fund: Specific plan(s)

If specific plan is selected, select the plan and complete below. If additional plans are selected, complete additional ACH forms in Appendix 3.

☑ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number Routing Number Type of Account: Checking

Financial Institution Name

Name of Authorized Signer Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

Spending Account Utilization (Claim & Debit Card Activity for NON-HSA Plans):
BMO HARRIS BANK N/A. ACCOUNT NAME:Med-I-Bank ROUTING NUMBER: 075000051
ORIGINATION ID: 07500005 COMPANY ID (Daily POS Settlements): 1383261866 COMPANY ID (RESUBMITS): W383261866 COMPANY ID: 3333313100.
Note there is a $1 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

WealthCare Saver (HSA Deposits):
BMO HARRIS BANK N/A. COMPANY ID: I900808825 ROUTING NUMBER: 071000288
Note there is a $0.01 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

NACHA Operating Rules

Employer HEREBY authorizes Anthem or its agent, , to initiate ACH debit entries (or correcting credit entries) to the bank account listed below. Anthem or its agent shall ACH debit the employer group for the sum total of claim reimbursement activity each day. Anthem or its agent shall notify the employer of claims activity through an email as well as an employer funding report. Employer agrees not to dispute any debits with its bank provided the transaction(s) correspond to the terms indicated in this Agreement.

Both parties agree to be bound by NACHA Operating Rules as they pertain to these transactions. Employer acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. This Authorization will remain in effect until Employer cancels it in writing or provides a new account authorization, allowing at least ten (10) business days for Anthem and its agent to act. Employer understands that if an ACH debit fails for any reason, including insufficient funds, and Anthem or its agent becomes obligated to settle claims, Employer will indemnify Anthem or its agent for such amounts within one (1) business day of receiving notice from Anthem or its agent. A charge of $100.00 may be assessed for each ACH return. Failure to transfer funds to Anthem or its agent as set forth herein may result in the suspension or termination of services.

Section H: Optional Services

Please select any additional services for Anthem to provide:
Additional fees may apply.

☐ Plan Document Creation: $50 per document (maximum $350)
☐ Plan Document Maintenance: $125/hour
☐ Non-Discrimination Testing: $75 per test (maximum $350)
☐ Custom Third-Party Substantiation Vendor File Feed (one-time fee)

- Current carrier $3,500
- New carrier $7,000

Additional fees may apply for non-standard templates

Dental:

Vision:

Pharmacy:

Section I: Signature Section

Date

Signature

Name

Title

Section J: Internal Use Only

Brand: Anthem BlueCross BlueShield

Customer Phone Number:

Appendix 1. Additional Health Reimbursement Arrangements

HRA2: Group Suffix

Plan Start Date	Plan End Date	Claim Run-Out Date
Terminated employees can submit claims for	If "Other", please specify:	

HRA Funding per Employee

Will HRA funds be pro-rated based on entry date in the plan?

If not pro-rated, will HRA funds be distributed to employees on a monthly, quarterly or annual basis?

Select one tier only then specify annual allocation level per tier *(2 tier only for <1,000)*:
Dollar amount in each field below must be populated.

Will incentives be offered to employees to earn HRA dollars by completing health activities?
If 'Yes', please select one:

If offering ability to earn incentives on top of the employer HRA allocation, enter the HRA allocation amounts below.

***Health Incentive Account Plus**: Health Incentive Plan (HIP) + Health Reimbursement Arrangement (HRA): Eligible expenses and method of spending will be same as HRA. If 'yes' is selected, complete HRA Section.*

*If offering **incentive HRA only**, select your funding tier and enter 0.00 for each coverage type.*

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Who will be sending incentive files?

☐ Vendor ☐ Employer

What format(s) will the file be submitted in?

SELECT ONE OFFERING FROM APPENDIX 1-1 – 1-5.

Appendix 1-1: Member Pay HRA with Debit Card

Indicate the services you would like to cover. A debit card will be offered to all members:
☐ Medical ☐ Dental ☐ Vision ☐ Rx ☐ OTC

Appendix 1-2: Provider Pay Medical with Optional Rx/Dental/Vision Debit Card

Indicate the services you would like to cover.
☐ Auto Pay Medical:
- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx (Debit Card)
☐ Dental (Debit Card)
☐ Vision (Debit Card)

Appendix 1-3: Provider Pay HRA with an Upfront Deductible – No Debit Card

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx

Select one tier that matches the employee HRA Funding Tier, then specify the HRA up front deductible *(2 tier only for <1,000)*:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Do you want an embedded deductible per individual? If so, provide the individual upfront deductible.

☐ Individual Deductible: $

Appendix 1-4: Provider Pay Medical Split HRA: Employer HRA Covers a Percent of Each Claim – With Optional Rx Debit Card

Indicate the Member Responsibility by claim:

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx (Debit Card)

Appendix 1-5: HRA Provider Pay – No Debit Card

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance

☐ Rx

Appendix 1-6: HRA Rollover

Would you like to offer an HRA rollover?
If you select 'yes', please fill out this section. If you select 'no', please move to the next section.

Rollover Date *(recommend 3 months from the effective date and the first of the month)*:

Minimum rollover amount *(recommend $0)*: **$**

How much of remaining employee funds should rollover to the next plan year?

If "Percent" or "Percent Up to Cap" are selected, specify percent value: %

Select one tier only then specify maximum rollover amount for each tier:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Was there a rollover of unused funds with a different administrator last year?

Does this group require rollover of unused HRA funds from a renewing legacy Lumenos HRA account that was administered on LITES?
No data file impact

Appendix 2. Additional Health Reimbursement Arrangements

HRA2: Group Suffix

Plan Start Date	Plan End Date	Claim Run-Out Date
Terminated employees can submit claims for	If "Other", please specify:	

HRA Funding per Employee

Will HRA funds be pro-rated based on entry date in the plan?

If not pro-rated, will HRA funds be distributed to employees on a monthly, quarterly or annual basis?

Select one tier only then specify <u>annual</u> allocation level per tier *(2 tier only for <1,000)*:
Dollar amount in each field below must be populated.

Will incentives be offered to employees to earn HRA dollars by completing health activities?
If 'Yes', please select one:

If offering ability to earn incentives on top of the employer HRA allocation, enter the HRA allocation amounts below.

***Health Incentive Account Plus**: Health Incentive Plan (HIP) + Health Reimbursement Arrangement (HRA): Eligible expenses and method of spending will be same as HRA. If 'yes' is selected, complete HRA Section.*

*If offering **incentive HRA only**, select your funding tier and enter 0.00 for each coverage type.*

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

SELECT ONE OFFERING FROM APPENDIX 2-1 – 2-5.

Appendix 2-1: Member Pay HRA with Debit Card

Indicate the services you would like to cover. A debit card will be offered to all members:

☐ Medical ☐ Dental ☐ Vision ☐ Rx ☐ OTC

Appendix 2-2: Provider Pay Medical with Optional Rx/Dental/Vision Debit Card

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx (Debit Card)

☐ Dental (Debit Card)

☐ Vision (Debit Card)

Appendix 2-3: Provider Pay HRA with an Upfront Deductible – No Debit Card

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx

Select one tier that matches the employee HRA Funding Tier, then specify the HRA up front deductible *(2 tier only for <1,000)*:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Do you want an embedded deductible per individual? If so, provide the individual upfront deductible.

☐ Individual Deductible: $

Appendix 2-4: Provider Pay Medical Split HRA: Employer HRA Covers a Percent of Each Claim – With Optional Rx Debit Card

Indicate the Member Responsibility by claim:

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx (Debit Card)

Appendix 2-5: HRA Provider Pay – No Debit Card

Indicate the services you would like to cover.

- ☐ Auto Pay Medical:
  - ☐ In Network Medical Deductible
  - ☐ Out of Network Medical Deductible
  - ☐ In Network Coinsurance
  - ☐ Out of Network Coinsurance
- ☐ Rx

Appendix 2-6: HRA Rollover

Would you like to offer an HRA rollover?
If you select 'yes', please fill out this section. If you select 'no', please move to the next section.

Rollover Date *(recommend 3 months from the effective date and the first of the month)*:

Minimum rollover amount *(recommend $0)*: **$**

How much of remaining employee funds should rollover to the next plan year?

If "Percent" or "Percent Up to Cap" are selected, specify percent value: %

Select one tier only then specify maximum rollover amount for each tier:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Was there a rollover of unused funds with a different administrator last year?

Does this group require rollover of unused HRA funds from a renewing legacy Lumenos HRA account that was administered on LITES?
No data file impact

Appendix 3. Additional ACH Authorization

This bank account is for: *Select all that apply:* ☐ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number | Routing Number | Type of Account:

Financial Institution Name

Name of Authorized Signer | Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

This bank account is for: *Select all that apply:* ☐ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number | Routing Number | Type of Account:

Financial Institution Name

Name of Authorized Signer | Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

This bank account is for: *Select all that apply:* ☐ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number | Routing Number | Type of Account:

Financial Institution Name

Name of Authorized Signer | Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

BMO HARRIS BANK N/A. ACCOUNT NAME:Med-I-Bank ROUTING NUMBER: 075000051
ORIGINATION ID: 07500005 COMPANY ID (Daily POS Settlements): 1383261866 COMPANY ID (RESUBMITS): W383261866 COMPANY ID: 3333313100.
Note there is a $1 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

WealthCare Saver (HSA Deposits):
BMO HARRIS BANK N/A. COMPANY ID: I900808825 ROUTING NUMBER: 071000288
Note there is a $0.01 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

402

This bank account is for: *Select all that apply:* ☐ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number Routing Number Type of Account:

Financial Institution Name

Name of Authorized Signer Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

This bank account is for: *Select all that apply:* ☐ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number Routing Number Type of Account:

Financial Institution Name

Name of Authorized Signer Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

BMO HARRIS BANK N/A. ACCOUNT NAME:Med-I-Bank ROUTING NUMBER: 075000051
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WealthCare Saver (HSA Deposits):
BMO HARRIS BANK N/A. COMPANY ID: I900808825 ROUTING NUMBER: 071000288
Note there is a $0.01 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

Employer HEREBY authorizes Anthem, or its agents, to initiate ACH transfers for the above depository(ies) in accordance with the NACHA Operating Rules outlined below:

Employer HEREBY authorizes Anthem or its agent, , to initiate ACH debit entries (or correcting credit entries) to the bank account listed above. Anthem or its agent shall ACH debit the employer group for the sum total of claim reimbursement activity each day. Anthem or its agent shall notify the employer of claims activity through an email as well as an employer funding report. Employer agrees not to dispute any debits with its bank provided the transaction(s) correspond to the terms indicated in this Agreement.

Both parties agree to be bound by NACHA Operating Rules as they pertain to these transactions. Employer acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. This Authorization will remain in effect until Employer cancels it in writing or provides a new account authorization, allowing at least ten (10) business days for Anthem and its agent to act. Employer understands that if an ACH debit fails for any reason, including insufficient funds, and Anthem or its agent becomes obligated to settle claims, Employer will indemnify Anthem or its agent for such amounts within one (1) business day of receiving notice from Anthem or its agent. A charge of $100.00 may be assessed for each ACH return. Failure to transfer funds to Anthem or its agent as set forth herein may result in the suspension or termination of services.

Signature/e-Signature



Augusta, Georgia

2024 Renewal Summary

Policy 752570

Thank you for choosing Standard Insurance Company (The Standard) as your employee benefits partner since August 1, 2015. We appreciate your business and the chance to renew our commitment. We strive to provide Augusta, Georgia and your employees outstanding value, expertise and personal service.

As always our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short—better results with less noise. Thank you again for your continued business.

Our Approach to Renewals - Continued Partnership

The renewal rates for your Group Life and Disability insurance will be effective January 1, 2024

In designing fair renewal pricing, we review three components of rating:

1. The Calculated Rate (also called the Manual Rate): We use your current census file demographics, plan design, industry and location to determine a rate for your coverage based on The Standard's book of business of other similar customers. We do this for groups of all sizes.

2. The Experience Rate: In addition, we use your past claims history to help us determine your renewal rates. Especially for large employers, past claims experience can be a fair and useful predictor of future liability.

3. The Blended Rate: If applicable, we use a formula to determine how credible your Experience Rate is in predicting your future claims and blend it with your Calculated Rate. This produces a Blended Rate that we use to determine your final pricing.

In this package you'll see demographics tables, experience tables, and experience evaluations, where applicable, and a rating action for each of the products reviewed. Please see the renewal summary for complete list of renewal rates.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

Your Basic Life Renewal

We understand that handling a Life insurance claim takes a special touch. Our Life benefits analysts complete annual grief training. This program helps them empathize with beneficiaries and recognize when they need special attention. We strive to help you make a tough time easier. Our goal is to provide support with easy claim filing, timely decisions, and prompt payment of approved claims.

Renewal Action for Basic Life

The renewal for Basic Life will be as follows:

January 1, 2024 Renewal Rates

Product Class	Through 12/31/2023	Effective 1/1/2024
Basic Life		
Actives	$0.26 Per $1,000	$0.26 Per $1,000
Retirees	$3.34 Per $1,000	$3.34 Per $1,000

Rates will be guaranteed for 2 years until January 1, 2026

The Standard is committed to helping you provide employees and their beneficiaries with the support they need. Below is a reminder of the additional services and tools offered with your Life plan.

The Life Services Toolkit

For employees, online services include estate planning and state-specific will preparation, identity theft prevention, financial calculators, wellness resources and more. For beneficiaries, the Life Services Toolkit offers grief and loss support by phone, online and face-to- face. They can also take advantage of access to financial counselors, legal consultation and other support services. This service is offered through a vendor that is not affiliated with The Standard.

Travel Assistance

Travel Assistance can provide a sense of security for your employees and their eligible family members anytime they travel from home or internationally for business or pleasure with minimal restrictions. Available 24 hours a day — with access online or through a single phone call — Travel Assistance offers a full range of trip planning and travel support, including emergency evacuation services and medical, legal, and translation service referrals. This service is offered through a vendor that is not affiliated with The Standard.

Your Additional Life and Spouse Life Renewal

We understand that handling a Life insurance claim takes a special touch. Our Life benefits analysts complete annual grief training. This program helps them empathize with beneficiaries and recognize when they need special attention. We strive to help you make a tough time easier. Our goal is to provide support with easy claim filing, timely decisions, and prompt payment of approved claims.

Renewal Action for Additional Life and Spouse Life

The renewal for Additional Life and Spouse Life will be as follows:

January 1, 2024 Renewal Rates

Product Class	Through 12/31/2023	Effective 1/1/2024
Additional Life and Spouse Life *Rate is based on age of Spouse on Last January 1*	Rate Mode is Per $1,000	Rate Mode is Per $1,000
Under 30	$0.090	$0.090
30 - 34	$0.100	$0.100
35 - 39	$0.120	$0.120
40 - 44	$0.190	$0.190
45 - 49	$0.320	$0.320
50 - 54	$0.530	$0.530
55 - 59	$0.820	$0.820
60 - 64	$1.280	$1.280
65 - 69	$2.300	$2.300
70 and Older	$3.690	$3.690

Rates will be guaranteed for 2 years until January 1, 2026

Your Long Term Disability Renewal

The Standard's Long Term Disability insurance helps your employees protect a portion of their incomes. Our holistic approach can also support productivity by helping employees stay at or return to work.

Renewal Action for Long Term Disability

The renewal for Long Term Disability will be as follows:

January 1, 2024 Renewal Rates

Product Class	Through 12/31/2023	Effective 1/1/2024
Long Term Disability	0.297 % Insured Earnings	0.297 % Insured Earnings

Rates will be guaranteed for 2 years until January 1, 2026

The Standard is committed to offering services that help employees feel successful at work and at home. To make sure you're aware of what's offered with your LTD plan, we've highlighted key services below.

Employee Assistance Program

The Employee Assistance Program (EAP) can help employees and managers resolve personal and workplace issues. The EAP provides 24/7 support from masters-degreed clinicians by phone, online, live chat, email and text. Employees and family members can receive referrals to support groups, a network counselor, or community resources. They can also be connected to your health plan and other benefits you offer. Your program includes face-to-face counseling sessions. EAP services can help with depression, family issues, life improvement, addictions, financial concerns, workplace conflicts and more. They can also be connected to your health plan and other benefits you offer. This service is offered through a vendor not affiliated with The Standard.



Augusta, Georgia
2024 Renewal Summary
Policy 752570

Thank You and Next Steps

We appreciate the opportunity to continue our partnership with Augusta, Georgia. A summary of our 2024 Renewal Offer is in the chart below. Thank you for allowing The Standard the opportunity to support your insurance needs.

Products & Services *	Through 12/31/2023	Effective 1/1/2024
Basic Life		
Actives	$0.26 Per $1,000	$0.26 Per $1,000
Retirees	$3.34 Per $1,000	$3.34 Per $1,000
Travel Assistance for Basic Life	*Included in rates for Basic Life*	*Included in rates for Basic Life*
Additional Life and Spouse Life	Rate Mode is Per $1,000	Rate Mode is Per $1,000
Rate is based on age of Spouse on Last January 1		
Under 30	$0.090	$0.090
30 - 34	$0.100	$0.100
35 - 39	$0.120	$0.120
40 - 44	$0.190	$0.190
45 - 49	$0.320	$0.320
50 - 54	$0.530	$0.530
55 - 59	$0.820	$0.820
60 - 64	$1.280	$1.280
65 - 69	$2.300	$2.300
70 and Older	$3.690	$3.690
Child Life	$1.00 Per $1,000, Elective	$1.00 Per $1,000, Elective
Voluntary AD&D		
Member	$0.045 Per $1,000, Elective	$0.045 Per $1,000, Elective
Family	$0.045 Per $1,000, Elective	$0.045 Per $1,000, Elective
Child	$0.045 Per $1,000, Elective	$0.045 Per $1,000, Elective
Long Term Disability	0.297 % Insured Earnings	0.297 % Insured Earnings
Employee Assistance Program	*Included in Rates for LTD*	*Included in Rates for LTD*

Rates will be guaranteed for 2 years until January 1, 2026.

** The rates above are shown monthly*

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Atlanta group office at (770) 434-0333 and we'll be happy to help.

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

CERTIFICATE

GROUP LIFE INSURANCE

Policyholder:	Augusta, Georgia
Policy Number:	752570-A
Effective Date:	August 1, 2015

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.



Chairman and CEO

GC190-LIFE/S399

Table of Contents

COVERAGE FEATURES 1

GENERAL POLICY INFORMATION 1

BECOMING INSURED 1

PREMIUM CONTRIBUTIONS 3

SCHEDULE OF INSURANCE 3

REDUCTIONS IN INSURANCE 4

OTHER BENEFITS 4

OTHER PROVISIONS 5

LIFE INSURANCE 6

A. Insuring Clause 6

B. Amount Of Life Insurance 6

C. Changes In Life Insurance 6

D. Repatriation Benefit 6

E. Suicide Exclusion: Life Insurance 7

F. When Life Insurance Becomes Effective 7

G. When Life Insurance Ends 7

H. Reinstatement Of Life Insurance 8

DEPENDENTS LIFE INSURANCE 8

A. Insuring Clause 8

B. Amount Of Dependents Life Insurance 8

C. Changes In Dependents Life Insurance 8

D. Definitions For Dependents Life Insurance 9

E. Becoming Insured For Dependents Life Insurance 9

F. When Dependents Life Insurance Ends 10

ACTIVE WORK PROVISIONS 10

CONTINUITY OF COVERAGE 11

PORTABILITY OF INSURANCE 11

WAIVER OF PREMIUM 12
ACCELERATED BENEFIT 13
RIGHT TO CONVERT 15
CLAIMS 16
ASSIGNMENT 18
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS 18
ALLOCATION OF AUTHORITY 21
TIME LIMITS ON LEGAL ACTIONS 21
INCONTESTABILITY PROVISIONS 21
CLERICAL ERROR AND MISSTATEMENT 22
TERMINATION OR AMENDMENT OF THE GROUP POLICY 22
DEFINITIONS 23

Index of Defined Terms

Accelerated Benefit, 13
Active Work, Actively At Work, 10
AD&D Insurance, 22
Annual Earnings, 22

Beneficiary, 19

Child, 23
Class Definition, 1
Contributory, 23
Conversion Period, 15

Dependent, 9
Dependents Life Insurance, 23

Eligibility Waiting Period, 23
Employer(s), 1
Evidence Of Insurability, 23

Group Policy, 23
Group Policy Effective Date, 1
Group Policy Number, 1
Guarantee Issue Amount (for Plan 2), 2

Injury, 23
Insurance (for Accelerated Benefit), 15
Insurance (for Right to Convert), 15
Insurance (for Waiver Of Premium), 12

Leave Of Absence Period, 5
Life Insurance, 23

Maximum Conversion Amount, 5
Member, 1
Minimum Time Insured, 5

Noncontributory, 23

Physician, 23
Policyholder, 1
Pregnancy, 23
Prior Plan, 23
Proof Of Loss, 16

Qualifying Event, 15
Qualifying Medical Condition, 14

Recipient, 20
Right To Convert, 15

Sickness, 23
Spouse, 23

Totally Disabled, 12

Waiting Period (for Waiver Of Premium), 12
Waiver Of Premium, 12

You, Your (for Right To Convert), 15

COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	752570-A
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Not applicable
Policyholder:	Augusta, Georgia
Employer(s):	Augusta, Georgia
Group Policy Effective Date:	August 1, 2015
Policy Issued in:	Georgia

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:

You are a Member if you are one of the following:

1. An active employee of the Employer who is regularly working at least 30 hours each week; or
2. An employee of the Employer who retired under the Employer's retirement program.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Class Definition:

Class 1:	Active Administrators
Class 2:	All other Active Members
Class 3:	Retired Members

Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the Group Policy Effective Date:
Class 1 and 2:	If you are a Member on the Group Policy Effective Date, you are eligible on the first day following 30 consecutive days as a Member. If you become a Member after the Group Policy Effective Date, you are eligible on the first day following 30 consecutive days as a Member.
Class 3:	If you are a Member on the Group Policy Effective Date, you are eligible on that date. If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.
Evidence Of Insurability:	Required: a. For late application for Contributory insurance. b. For reinstatements if required. c. For Members and Dependents eligible but not insured under the Prior Plan. d. For any Plan 2 (optional) Life Insurance Benefit in excess of the Guarantee Issue Amount of (a) 3 times your Annual Earnings or (b) $200,000; whichever is less. However, this requirement will be waived on the Group Policy Effective Date for an amount equal to the amount of additional life insurance under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date. e. For any increase resulting from a plan or option change you elect.

Certain Evidence Of Insurability Requirements Will Be Waived. Your insurance is subject to all other terms of the Group Policy.

One Time Open Enrollment Period: November 15, 2019 through November 29, 2019

If you are eligible for or insured for Plan 2 (additional) Life Insurance or Dependents Life Insurance under the Group Policy, certain Evidence Of Insurability requirements will be waived with respect to Plan 2 (additional) Life Insurance and Dependents Life Insurance. However, we will not waive the Evidence Of Insurability requirements if you, your Spouse or Child previously submitted Evidence Of Insurability that was not approved by us under any group policy issued by us to the Policyholder or covering your Employer.

1. If you are eligible but not insured for Plan 2 (additional) Life Insurance under the Group Policy, requirements a. and c. above will be waived for you if you apply for an amount of Plan 2 (additional) Life Insurance up to the Guarantee Issue Amount during your Employer's One Time Open Enrollment Period.

2. If you are insured for an amount of Plan 2 (additional) Life Insurance under the Group Policy, for an amount less than the Guarantee Issue Amount, requirement e. above will be waived for you if you apply for an increase in your Plan 2 (additional) Life Insurance up to the Guarantee Issue Amount during your Employer's

One Time Open Enrollment Period. However, Evidence Of Insurability is required to become insured for any Plan 2 (additional) Life Insurance Benefit that exceeds the Guarantee Issue Amount.

3. If your Spouse is eligible but not insured for Dependents Life Insurance under the Group Policy, requirements a. and c. above will be waived for your Spouse if you apply for Dependents Life Insurance for your Spouse up to $10,000 during your Employer's One Time Open Enrollment Period.

4. If your Spouse is insured for an amount of Dependents Life Insurance under the Group Policy, for an amount less than $10,000 requirement e. above will be waived for your Spouse if you apply for an increase in Dependents Life Insurance for your Spouse up to $10,000 during your Employer's One Time Open Enrollment Period.

5. If your Child was eligible but not insured for Dependents Life Insurance under the Group Policy, requirements a. and c. above will be waived for your Child if you apply for Dependents Life Insurance for your Child in the amount of $5,000 during your Employer's One Time Open Enrollment Period.

PREMIUM CONTRIBUTIONS

Life Insurance:	
Plan 1 (basic):	
Class 1 and 2:	Noncontributory
Class 3:	Contributory
Plan 2 (optional):	Contributory
Dependents Life Insurance:	Contributory

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

If you are insured under Plan 1, you may also become insured under Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy. Plan 2 is a Contributory plan requiring premium contributions from Members.

Plan 1 (basic):

Class 1:	1 times your Annual Earnings, rounded to the nearest multiple of $1,000, if not already a multiple of $1,000. The maximum amount is $300,000.
Class 2:	$50,000
Class 3:	$25,000

Plan 2 (optional):

Class 1 and 2:	You may apply for Life Insurance in multiples of $10,000, from $10,000 to $400,000. Plan 2 Life Insurance Benefit may not exceed 5 times your Annual Earnings.
Class 3:	None
The Repatriation Benefit:	The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed $5,000 or 10% of the Life Insurance Benefit, whichever is less.

Dependents Life Insurance Benefit:

For your Spouse:

Class 1 and 2:	You may elect one of the following options: Option 1: $5,000 Option 2: $10,000
Class 3:	None

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your combined Plan 1 (basic) and Plan 2 (optional) Life Insurance.

For your Child:

Class 1 and 2:	$5,000
Class 3:	None

The amount of Dependents Life Insurance for your Child may not exceed 100% of the amount of your combined Plan 1 (basic) and Plan 2 (optional) Life Insurance.

REDUCTIONS IN INSURANCE

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Life Insurance:

Age Of Member	Percentage
65 through 69	65%
70 or over	50%

OTHER BENEFITS

Waiver Of Premium:

Class 1 and 2:	Yes
Class 3:	No
Accelerated Benefit:	Yes

OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:	
Minimum Time Insured:	5 years
Maximum Conversion Amount:	$2,000
Suicide Exclusion:	Applies to Plan 2 (optional) Life Insurance
Leave Of Absence Period:	60 days
Continuity Of Coverage:	Yes
Insurance Eligible For Portability:	
For you:	
Life Insurance	Yes
Minimum amount:	$10,000
Maximum amount:	$500,000
For your Spouse:	
Dependents Life Insurance	Yes
Minimum amount:	$5,000
Maximum amount:	$100,000
For your Child:	
Dependents Life Insurance	Yes
Minimum amount:	$1,000
Maximum amount:	$5,000
Annual Earnings based on:	IRS Form W-2. See **Definitions**.

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on:

i. The January 1 following the date you apply for an elective increase or the date of change in your classification or Annual Earnings.

ii. The date of a change in your age.

2. Decreases

A decrease in your Life Insurance Earnings becomes effective on:

i. The January 1 following the date of change in your classification or Annual Earnings.

ii. The date of a change in your age.

Any other decrease in your Life Insurance becomes effective on the January 1 following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. Suicide Exclusion: Life Insurance

If your death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under the Prior Plan.
2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

1. Life Insurance subject to Evidence Of Insurability

   Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Life Insurance not subject to Evidence Of Insurability

   a. Noncontributory Life Insurance

      Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

   b. Contributory Life Insurance

      You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

      (i) The date you become eligible if you apply on or before that date.

      (ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

   a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

   b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date the Group Policy terminates;
3. The date your employment terminates, unless you are covered as a retired Member; and

4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.

   a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.

   b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.

   c. During the first 60 days of:

      (1) A temporary layoff; or

      (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.

   d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.

   e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features.**

H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.

2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.

3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.

4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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DEPENDENTS LIFE INSURANCE

A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

C. Changes In Dependents Life Insurance

1. Increases

You must apply in writing for any elective increase in your Dependents Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Dependents Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve that Dependent's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the date you apply for an elective increase.

An increase in your Dependents Life Insurance because of an increase in your Life Insurance becomes effective on the date your Life Insurance increases.

2. Decreases

A decrease in your Dependents Life Insurance because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.

D. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

E. Becoming Insured For Dependents Life Insurance

1. Eligibility

You become eligible to insure your Dependents on the later of:

a. The date you become eligible for Life Insurance; and

b. The date you first acquire a Dependent.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

2. Effective Date

The **Coverage Features** states whether your Dependents Life Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

1. The date your Life Insurance becomes effective; and

2. The date we approve the Dependent's Evidence Of Insurability.

b. Dependents Life Insurance Not Subject To Evidence Of Insurability

1. Noncontributory Dependents Life Insurance

Noncontributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the later of:

i. The date your Life Insurance becomes effective; and

ii. The date you first acquire a Dependent.

2. Contributory Dependents Life Insurance

   You must apply in writing for Contributory Dependents Life Insurance and agree to pay premiums. Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

   i. The date your Life Insurance becomes effective if you apply on or before that date;

   ii. The date you become eligible to insure your Dependents if you apply on or before that date; and

   iii. The date you apply if you apply within 31 days after you become eligible.

   Late Application: Evidence Of Insurability is required for each Dependent if you apply more than 31 days after you become eligible.

c. While your Dependents Life Insurance is in effect, each new Child becomes insured immediately.

d. Takeover Provision

   Each Dependent who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

F. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
5. For your Spouse, the date of your divorce;
6. For any Dependent, the date the Dependent ceases to be a Dependent.

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ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

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CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

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PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

   (If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

2. On the date your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, you are under age 75.

3. On the date your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the12 consecutive month period, we will include time insured under the Prior Plan.

4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

   This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of $1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day **or** first day of the calendar month after your employment with your Employer or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, if you apply within 31 days after the date your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan.

If death occurs within 31 days after the date your employment terminates or is reduced or you retire under the Employer's retirement plan **or** insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your <employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan.

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WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 65.

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ACCELERATED BENEFIT

A. Accelerated Benefit

Member: If you give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least $10,000 of Insurance in effect to be eligible.

Spouse: Member: If you give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least $5,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is $500,000. The minimum Accelerated Benefit is $5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

The amount of your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit. AD&D is not continued under Waiver Of Premium.

Note: If you assign your rights under the Group Policy, the amount of your Insurance after payment of the Accelerated Benefit will be the amount in (2) above.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit under the Group Policy.

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RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
   a. The Member's failure to make a required premium contribution.
   b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.

2. The maximum amount you have a Right To Convert is the lesser of:

   a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and

   b. The Maximum Conversion Amount. See **Coverage Features.**

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.OT.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 10 working days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim (or other benefits based on disability); or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim (or other benefits based on disability), the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium (or other benefits based on disability);
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 60 days after we receive

the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims (or other benefits based on disability), the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium (or other benefits based on disability).

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG_NEW WOP WRDG) LI.CL.GA.5

ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.OT.1

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
   a. AD&D Insurance benefits payable because of the death of your Dependent.
   b. Dependents Life Insurance benefits.

c. Accelerated Benefits.

4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.

   a. The children of the Dependent.

   b. The parents of the Dependent.

   c. The brothers and sisters of the Dependent.

   d. Your estate.

5. Additional Benefits will be paid as follows:

   The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designations between your Plan 1 Life Insurance and Plan 2 Life Insurance may be different.

Your Beneficiary designation for your Plan 1 AD&D Insurance death benefits will be the same as your Plan 1 Life Insurance.

Your Beneficiary designation for your Plan 2 AD&D Insurance death benefits will be the same as your Plan 2 Life Insurance.

You may name a Beneficiary for your Plan 1 Life Insurance and your Plan 2 Life Insurance as identified above. If you do not name a Beneficiary for each of your Plan 1 Life Insurance and Plan 2 Life Insurance, death benefits payable due to your death for that Plan will be paid in accordance with D. No Surviving Beneficiary, below. Death benefits payable due to the death of your Spouse where a Beneficiary is not named will be paid in accordance with A4. of this section. Two or more named surviving Beneficiaries will share equally, unless specified otherwise.

You may name or change Beneficiaries in writing. Writing includes a form signed by you; or a verification from us, or our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;

2. Must be delivered to us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent; during your lifetime.
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered or, if a telephonic or electronic designation, verified by us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent.

If we approve it, a designation, which meets the requirements of a Prior Plan, will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

   If the amount payable to a Recipient is less than $25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

   If the amount payable to a Recipient is $25,000, or more, we will deposit it into a Standard Secure Access checking account which:

   a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;
   b. Is owned by the Recipient;
   c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
   d. Is fully guaranteed by us.

3. Installments

   Payment to a Recipient may be made in installments if:

   a. The amount payable is $25,000 or more;
   b. The Recipient chooses; and
   c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(NO FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_WITH REV SSA_SPOUSE DEF TERM_THIRD PARTY DESIG) LI.BB.OT.6X

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
   a. Eligibility for insurance;
   b. Entitlement to benefits;
   c. Amount of benefits payable;
   d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.OT.2

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured;
2. Invalidate insurance under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.2

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

LI.TA.OT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means 12 times your average monthly earnings from your Employer determined from your W-2 form for the preceding calendar year. If you do not have a W-2 form from the Employer for the preceding calendar year, Annual Earnings means your annual rate of earnings on your last full day of Active Work. Annual Earnings does not include stock options or stock bonuses even if reported on your W-2 form.

Child means:

1. Your child from live birth through age 25; or
2. Your Disabled child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental retardation or physical handicap.

Child includes any of the following, if they otherwise meet the definition of Child:

i. Your adopted child; or

ii. Your stepchild and the child of your Spouse, if living in your home.

iii. A child living in your home for whom you are the court appointed legal guardian.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

(W2_NO STOCK) LI.DF.OT.5X

ALIC99X

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

CERTIFICATE

GROUP LONG TERM DISABILITY INSURANCE

Policyholder:	Augusta, Georgia
Policy Number:	752570-B
Effective Date:	August 1, 2015

The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differ from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Employer with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"You" and "your" mean the Member. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with the initial letters capitalized. Section headings, and references to them, appear in boldface type.



Chairman, President and CEO

GC190-LTD/S399

Table of Contents

COVERAGE FEATURES 1
GENERAL POLICY INFORMATION 1
SCHEDULE OF INSURANCE 1
PREMIUM CONTRIBUTIONS 2
INSURING CLAUSE 3
BECOMING INSURED 3
WHEN YOUR INSURANCE BECOMES EFFECTIVE 3
ACTIVE WORK PROVISIONS 4
CONTINUITY OF COVERAGE 4
WHEN YOUR INSURANCE ENDS 5
WAIVER OF PREMIUM 6
REINSTATEMENT OF INSURANCE 6
DEFINITION OF DISABILITY 6
RETURN TO WORK PROVISIONS 7
REASONABLE ACCOMMODATION EXPENSE BENEFIT 9
REHABILITATION PLAN PROVISION 9
TEMPORARY RECOVERY 10
WHEN LTD BENEFITS END 10
PREDISABILITY EARNINGS 10
DEDUCTIBLE INCOME 11
EXCEPTIONS TO DEDUCTIBLE INCOME 12
RULES FOR DEDUCTIBLE INCOME 13
SUBROGATION 13
COST OF LIVING ADJUSTMENT BENEFIT 14
SURVIVORS BENEFIT 14
CONVERSION OF INSURANCE 15
BENEFITS AFTER INSURANCE ENDS OR IS CHANGED 15

EFFECT OF NEW DISABILITY....15
DISABILITIES EXCLUDED FROM COVERAGE....16
DISABILITIES SUBJECT TO LIMITED PAY PERIODS....17
LIMITATIONS....18
CLAIMS....18
ALLOCATION OF AUTHORITY....20
TIME LIMITS ON LEGAL ACTIONS....21
INCONTESTABILITY PROVISIONS....21
CLERICAL ERROR, AGENCY, AND MISSTATEMENT....21
TERMINATION OR AMENDMENT OF THE GROUP POLICY....22
DEFINITIONS....22
GA/LTDC2000....23

Index of Defined Terms

Active Work, Actively At Work, 4
Allowable Periods, 10
Any Occupation, 7
Any Occupation Period, 1
Automobile, 17

Benefit Waiting Period, 2, 22

Child, 9
Class Definition, 1
COLA Factor, 14
Contributory, 22
CPI-W, 22

Deductible Income, 11
Disabled, 6

Eligibility Waiting Period, 1
Employer, 22
Employer(s), 1
Evidence Of Insurability, 4

Family Care Expenses, 9
Family Member, 9

Group Policy, 22
Group Policy Effective Date, 1
Group Policy Number, 1

Hospital, 17

Indexed Predisability Earnings, 22
Injury, 23

LTD Benefit, 23

Material Duties, 7
Maximum Benefit Period, 2, 23
Maximum LTD Benefit, 2
Member, 1, 3
Mental Disorder, 17
Minimum LTD Benefit, 2

Noncontributory, 23

Own Occupation, 7
Own Occupation Period, 1

Physical Disease, 23
Physician, 23
Policyholder, 1
Predisability Earnings, 10
Preexisting Condition, 16
Pregnancy, 23
Prior Plan, 23

Reasonable Accommodation Expense Benefit, 9
Rehabilitation Plan, 9

Social Security Normal Retirement Age (SSNRA), 2
Substance Abuse, 17
Survivors Benefit, 14

Temporary Recovery, 10

War, 16
Work Earnings, 8

COVERAGE FEATURES

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	752570-B
Policyholder:	Augusta, Georgia
Employer(s):	Augusta, Georgia
Group Policy Effective Date:	August 1, 2015
Policy Issued in:	Georgia

Member means:

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition: None

SCHEDULE OF INSURANCE

Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the Group Policy Effective Date: If you are a Member on the Group Policy Effective Date, you are eligible on the first day following 30 consecutive days as a Member. If you become a Member after the Group Policy Effective Date, you are eligible on the first day following 30 consecutive days as a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Own Occupation Period:	The first 24 months for which LTD Benefits are paid.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

LTD Benefit:	60% of the first $8,333 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	$5,000 before reduction by Deductible Income.
Minimum:	$100
Benefit Waiting Period:	180 days.
Maximum Benefit Period:	Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
61 or younger	To age 65, or to SSNRA, or 3 years 6 months, whichever is longest.
62	To SSNRA, or 3 years 6 months, whichever is longer.
63	To SSNRA, or 3 years, whichever is longer.
64	To SSNRA, or 2 years 6 months, whichever is longer.
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69 or older	1 year

Social Security Normal Retirement Age (SSNRA) means your normal retirement age under the Federal Social Security Act, as amended.

PREMIUM CONTRIBUTIONS

Insurance is:	Noncontributory

INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

LT.IC.OT.1

BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features.**

(VAR MBR DEF) LT.BI.OT.1

WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

1. Insurance Subject To Evidence Of Insurability

   Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Insurance Not Subject To Evidence of Insurability

   The **Coverage Features** states whether insurance is Contributory or Noncontributory.

   a. Noncontributory Insurance

      Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

   b. Contributory Insurance

      You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

      i. The date you become eligible if you apply on or before that date; or

      ii. The date you apply if you apply within 31 days after you become eligible.

      Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

B. Takeover Provisions

1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

a. For late application for Contributory insurance.

b. For Members eligible but not insured under the Prior Plan.

c. For reinstatements if required.

Providing Evidence Of Insurability means you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

(VAR EOI) LT.EF.OT.1

ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

LT.AW.OT.1

CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

The LTD Benefit payable for a period of continuous Disability beginning before you meet the Active Work requirement will be:

1. The monthly benefit which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

There is no Minimum LTD Benefit if there is a reduction by benefits payable under the Prior Plan.

B. Effect Of Preexisting Conditions

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;
3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or

b. The LTD Benefit payable under the terms of the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or

b. The date LTD Benefits end under the terms of the Group Policy.

(PX AND AW) LT.CC.OT.1

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.

   a. During the first 365 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.

   b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.

   c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.

   d. During the Benefit Waiting Period.

LT.EN.OT.1X

WAIVER OF PREMIUM

We will waive payment of premium for your insurance while LTD Benefits are payable.

LT.WP.OT.1

REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability following the Benefit Waiting Period, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
   a. If you become insured again within 90 days.
   b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
6. In no event will insurance be retroactive.

LT.RE.OT.2

DEFINITION OF DISABILITY

You are Disabled if you meet the following definitions during the periods they apply:

A. Own Occupation Definition Of Disability.

B. Any Occupation Definition Of Disability.

A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

Your Own Occupation Period and Any Occupation Period are shown in the **Coverage Features**.

(OWNOCC_ANY_WITH 40) LT.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period no LTD Benefits will be paid for any period when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
   a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
   b. Determine 100% of your Indexed Predisability Earnings.
   c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

C. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available:

a. In your Own Occupation during the Own Occupation Period; and

b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings.

D. Family Care Expenses Adjustment

If you must pay Family Care Expenses in order to work, we will reduce the amount of the Work Earnings used in determining your Deductible Income, subject to the following:

1. Your Work Earnings will be reduced by the first $250 per Family Member of the monthly Family Care Expenses you pay, but not to exceed a total of $500 for all Family Members.

2. The Work Earnings and the Family Care Expenses must be for the same period.
3. You must give us satisfactory proof of the Family Care Expenses you pay.
4. The Work Earnings reduction by Family Care Expenses will end 12 months after it begins.

Family Care Expenses means the amount you pay to a licensed care provider for the care of your Family which is necessary in order for you to work.

Family Member means:

1. Your Child; or
2. Your spouse, parent, grandparent, sibling, or other close family member residing in your home who is:
   a. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
   b. Chiefly dependent upon you for support and maintenance.

Child means:

1. Your child residing in your home (including your stepchild and an adopted child), from live birth through age 11; or
2. Your child, age 12 or older, residing in your home (including your stepchild and an adopted child) who is:
   a. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
   b. Chiefly dependent upon you for support and maintenance.

(PLUS PCT_FAMILY CR) LT.RW.OT.2

REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to $25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

LT.RA.OT.1

REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be increased by 10% of your Predisability Earnings. Your LTD Benefit may not exceed the Maximum LTD Benefit shown in the **Coverage Features** as a result of this increase.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

a. Training and education expenses.

b. Family care expenses.

c. Job-related expenses.

d. Job search expenses.

(WITH REHAB INC BFT) LT.RH.OT.1

TEMPORARY RECOVERY

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

A. Allowable Periods

1. During the Benefit Waiting Period: a total of 90 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

1. The Predisability Earnings used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
3. No LTD Benefits will be payable for the period of Temporary Recovery.
4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

(NEW TR PERIOD) LT.TR.OT.1

WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

LT.BE.OT.1

PREDISABILITY EARNINGS

Predisability Earnings means your average monthly earnings from your Employer determined from your W-2 form for the calendar year immediately preceding the date you become Disabled. If you

do not have a W-2 form from the Employer for the preceding calendar year, Predisability Earnings means your average monthly earnings for the time you have been a Member. Any change in your earnings after your last full day of Active Work will not affect your Predisability Earnings.

Predisability Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
   a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
   b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
2. Stock options or stock bonuses even if reported on your W-2 form.

(W2_NO STOCK) LT.PD.OT.1

DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
   a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
   b. Determine 100% of your Indexed Predisability Earnings.
   c. If a. is greater than b., the difference will be Deductible Income.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
   a. A workers' compensation law;
   b. The Jones Act;
   c. Maritime Doctrine of Maintenance, Wages, or Cure;
   d. Longshoremen's and Harbor Worker's Act; or
   e. Any similar act or law.
4. Any amount you, your spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:
   a. The Federal Social Security Act;
   b. The Canada Pension Plan;
   c. The Quebec Pension Plan;
   d. The Railroad Retirement Act; or

e. Any similar plan or act.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

Benefits your spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
7. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

   If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.
8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(NO OTHR OFFST_PUB_WITH 3RD) LT.DI.OT.1

EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Early retirement benefits under the Federal Social Security Act which are not actually received.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated death benefits paid under a life insurance policy.
8. Benefits from the following:

   a. Profit sharing plan.

b. Thrift or savings plan.

c. Deferred compensation plan.

d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.

e. Individual Retirement Account (IRA).

f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).

g. Stock ownership plan.

h. Keogh (HR-10) plan.

(PUB_NO OTHR OFFST) LT.ED.OT.1

RULES FOR DEDUCTIBLE INCOME

A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.OT.1

SUBROGATION

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgment recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.SG.OT.1

COST OF LIVING ADJUSTMENT BENEFIT

A. Eligibility

You are eligible for a COLA Benefit if, on each April 1, you have been Disabled for the preceding calendar year (January 1, through December 31) and are receiving LTD Benefits.

B. COLA Benefit Rules

1. Your LTD Benefits becoming payable after you are eligible for a COLA Benefit are increased by the COLA Factor in effect for the current year.
2. A new COLA Factor is determined each April 1.
3. Your first COLA Factor is equal to 1.00 plus the rate of increase in the CPI-W for the prior calendar year.
4. Each following COLA Factor is equal to 1.00 plus the rate of increase in the CPI-W for the prior calendar year, times the previous COLA Factor.
5. The maximum rate of increase in the CPI-W that we will use is 3%.
6. The amount payable after adjustment by the COLA Factor will not exceed $25,000.
7. Your COLA Factor will not decrease, even if the CPI-W decreases.
8. The Minimum LTD Benefit is not adjusted by the COLA Factor.

(TO 65_FULL) LT.CA.OT.3

SURVIVORS BENEFIT

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 4 below.

1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
   a. Your surviving spouse;
   b. Your surviving unmarried children, including adopted children, under age 25;
   c. Your surviving spouse's unmarried children, including adopted children, under age 25; or
   d. Any person providing the care and support of any person listed in a., b., or c. above.
4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

(MULTPL) LT.SB.OT.1

CONVERSION OF INSURANCE

Conversion Of Insurance Benefit

When your insurance ends, you may buy LTD conversion insurance if you meet 1 through 5 below.

1. Your insurance ends for a reason other than:
   a. Termination or amendment of the Group Policy;
   b. Your failure to make a required premium contribution; or
   c. Your retirement.
2. You were continuously insured under your Employer's long term disability insurance plan for at least one year as of the date your insurance ended.
3. You are not Disabled on the date your insurance ends.
4. You are a citizen or resident of the United States or Canada.
5. You must apply in writing and pay the first premium to us within 31 days after your insurance ends.

The maximum LTD conversion insurance benefit you may select is the smallest of:

1. $4,000 (however, if you provide satisfactory Evidence Of Insurability, this upper limit is $8,000);
2. 60% of your insured Predisability Earnings on the date your insurance ended; and
3. The LTD Benefit payable if you had become Disabled on the day before your insurance ended and you had no Deductible Income.

The maximum LTD conversion insurance benefit is reduced by deductible income. The certificate we will issue to you when your LTD conversion insurance becomes effective will contain other provisions which will also differ from the Group Policy.

LT.CV.OT.2

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay LTD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

1. Any amendment to the Group Policy that is effective after you become Disabled.
2. Termination of the Group Policy after you become Disabled.

LT.BA.OT.1

EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. The **Disabilities Excluded From Coverage, Disabilities Subject To Limited Pay Periods,** and **Limitations** sections will apply to the new cause of Disability.

LT.ND.OT.1

DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

C. Preexisting Condition

1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

a. For which you have done or for which a reasonably prudent person would have done any of the following:

i. Consulted a physician or other licensed medical professional;

ii. Received medical treatment, services or advice;

iii. Undergone diagnostic procedures, including self-administered procedures;

iv. Taken prescribed drugs or medications;

b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before your insurance becomes effective.

2. Exclusion

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

a. Have been continuously insured under the Group Policy for 12 months; and

b. Have been Actively At Work for at least one full day after the end of that 12 months.

D. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

E. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

F. Alcohol Exclusion

You are not covered for a Disability caused or contributed to by your operation of a Motor Vehicle while you are under the influence of alcohol.

You will be deemed to be under the influence of alcohol if your blood alcohol level meets or exceeds the level at which intoxication would be presumed under the applicable state law in which the Motor Vehicle accident occurred. If the Motor Vehicle accident occurs outside of the United States intoxication is presumed at a blood alcohol level equal to or greater than .08 grams per deciliter.

Motor Vehicle means a motor vehicle licensed for use on public highways.

(WITH PRUDNT) LT.XD.GA.1X

DISABILITIES SUBJECT TO LIMITED PAY PERIODS

A. Mental Disorders and Substance Abuse

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

1. Mental Disorders; or
2. Substance Abuse.

However, if you are confined in a Hospital solely because of a Mental Disorder or Substance Abuse at the end of the 24 months, this limitation will not apply for the periods shown below:

a) While you remain continuously confined; and

b) If payment of LTD Benefits is continued under a. above, the limitation will not apply for the first 90 days immediately following your Hospital discharge, assuming you remain Disabled. A Hospital reconfinement will not extend the 90 day period.

During none of the periods above will benefits be payable beyond the end of the Maximum Benefit Period

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

B. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury, or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.
2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury, or Pregnancy for which payment of LTD Benefits is not limited.

(NO OTHR LMS) LT.LP.OT.1X

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but elect not to work.

C. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

D. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

E. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

LT.LM.OT.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 10 working days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

a. The reasons for our decision.

b. Reference to the parts of the Group Policy on which our decision is based.

c. A description of any additional information needed to support your claim.

d. Information concerning your right to a review of our decision.

H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting

the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

a. The reasons for our decision.

b. Reference to the parts of the Group Policy on which our decision is based.

c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

I. Assignment

The rights and benefits under the Group Policy are not assignable.

J. Interest Paid On Benefits

If we fail to comply with the claim processing and payment provisions described above, we will pay interest on accrued benefits at a rate of 18 percent per annum.

(REV PUB WRDG) LT.CL.GA.2

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
   a. Eligibility for insurance;
   b. Entitlement to benefits;
   c. The amount of benefits payable; and
   d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LT.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

LT.IN.OT.1

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LT.CE.OT.1

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

LT.TA.OT.1

DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the

rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's participation under the Group Policy and which is replaced by coverage under the Group Policy.

LT.DF.OT.1

GA/LTDC2000

Commission Meeting

December 5, 2023

HCD_ Lead Hazard Reduction Program Partnerships Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **approve** HCD's request of recommendation of award for the RFQ Item #23-188 in compliance and direction of the Augusta Procurement Department. **(Approved by Public Services Committee November 28, 2023)**

Background: On January 24, 2023, HUD awarded $3.9 million, to the City of Augusta as part of the record investment of $125 million nationwide: to 26 state and local government agencies that will help protect Augusta, Georgia's children and families from lead-based paint and home health hazards.

The Lead-Based Paint Hazard Reduction Program (LBP) grants include $3,560,000 in LBP funding and $400,000 in HUD's Healthy Homes Supplemental funding. The LBP grants include $400 million nationwide in HUD's Healthy Homes Supplemental funding to help communities address housing-related health and safety hazards, in addition to lead-based paint hazards.

Lead Hazard Reduction

This program funds lead hazard reduction activities in owner-occupied single-family homes and rental properties if the units meet the minimum program requirements. These requirements include but are not limited to, the units which must be in need of lead hazard reduction activity; structurally sound upon completion of the lead hazard reduction activity; and registered with the **Georgia Department of the Environment Lead Poisoning Prevention Program.**

Analysis: Motion to approve HCD's request in authorizing and approving securing lead services in response to RFQ Item #23-188 for Certified Lead Abatement Contractors, Certified Lead RRP Contractor, Certified Lead Inspector/ Risk Assessor, Clearance Inspectors with the Contractors. The vendors are

required to have acquired Georgia Certification for the respective areas discipline to be also to be qualified.

The recommendation of award for the following areas of discipline:

1. Georgia Certified Lead Abatement Contractors:
Clean and Green Environmental
EnviroLogical Elements Inc.

2.Georgia Certified Lead Renovation, Repair and Paint (RRP) Contractor
King Chapel Realty
G &P Construction
Clean and Green Environmental
EnviroLogical Elements Inc.
Blount's Complete Home Services Inc.
Good Human Solutions Inc.

3. Georgia Certified Lead Inspector/ Risk Assessor
Clean and Green Environmental
EnviroLogical Elements Inc.

4. Georgia Clearance Inspectors
King Chapel Realty
G &P Construction
Clean and Green Environmental
EnviroLogical Elements Inc.
Blount's Complete Home Services Inc.
Good Human Solutions Inc.
4. Georgia Clearance Inspectors

Pre-qualifying the vendors will allow the vendors to bid on lead hazard reduction projects.

Financial Impact: Augusta, Georgia receives funding from HUD annually.

Alternatives: Deny HCD’s Request

Recommendation: Motion to approve HCD's request of recommendation of award for the RFQ Item #23-188 in compliance and direction of the Augusta Procurement Department.

Funds are available in the following accounts: Lead Grant: Total amount requested - $0
221073227- 5211120 Contractional Services

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

Request for Qualification

Request for Qualifications will be received at this office until **Friday, October 27, 2023 @ 11:00 a.m.** via ZOOM **Meeting ID: 892 2666 7872; Passcode: 414311** for furnishing:

RFQ Item #23-188 Lead Grant Hazard Reduction Program for Augusta, GA – Housing and Community Development

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, October 13, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of **90 days** after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for qualifications (RFQ) and specifications. An RFQ shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions applicable to procurement. **All specific requirements contained in the request for qualification including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark the RFQ number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for qualification issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	September 21, 28 2023 and October 5, 12, 2023
Metro Courier	September 21, 2023

Revised: 3/22/21

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
RFQ Due: Friday, October 27, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 82
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 270
Georgia Procurement Registry: 921
Total packages submitted: 7
Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify Number	SAVE Form	Original	7 Copies
Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Yes	209640	Yes	Yes	Yes
Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Yes	1817653	Yes	Yes	Yes
Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	Yes	267977	Yes	Yes	Yes
G & P Construction 317 Reynolds St North Augusta, SC 30901	Yes	877166	Yes	Yes	Yes
Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Yes	1638978	Yes	Yes	Yes
King Chapel Realty 1756 Broad St Augusta, GA 30904	Yes	2305062	Yes	Yes	Yes
Ark Remediation, LLc - Non-Compliant - Late Submittal					

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
RFQ Due: Friday, October 27, 2023 @ 11:00 a.m.
Evaluation Date: Thursday, November 9, 2023 @ 10:00 a.m. via ZOOM
1. Georgia Certified Lead Abatement Contractors

Vendors			King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**						
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/ Fail	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	0.0	0.0	5.0	4.5	0.0	0.0	
3. Organization & Approach	(0-5)	15	0.0	0.0	4.5	4.5	0.0	0.0	
Scope of Services – Vendors should address the requirements listed under Section C the Scope of Services to include the following item: 1. Firms ability to abate, renovate repair paint and remediate a home of lead passing HUDs clearance level. 2. Firm ability to produce final clearance report including lead base paint component lead hazard control plan and final clearance and issue final clearance report 3. The firm must have the ability to have a lead supervisor on the project from start to finish. 4. The firm must show that they are abreast with current education requirements and Training. 5. Must be a lead abatement firm and trained certified RRP firm. 6. Number of educational classes instructed through HUD or EPA. 7. Cost Competitiveness - Explain your approach to cost of labor and materials for similar project scope.	(0-5)	40	0.0	0.0	5.0	4.5	0.0	0.0	
5. Financial Stability	(0-5)	5	0.0	0.0	5.0	5.0	0.0	0.0	
6. References	(0-5)	5	0.0	0.0	5.0	5.0	0.0	0.0	
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)		85	0.0	0.0	24.5	23.5	0.0	0.0	0.0
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
7. Presentation by Team	(0-5)	10							
8. Q&A Response to Panel Questions	(0-5)	5							
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)		15	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
Total Cumulative Score (Maximum point is 500)		100	0.0	0.0	24.5	23.5	0.0	0.0	0.0

Internal Use Only

Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 11/9/23

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
RFQ Due: Friday, October 27, 2023 @ 11:00 a.m.
Evaluation Date: Thursday, November 9, 2023 @ 10:00 a.m. via ZOOM
1. Georgia Certified Lead Abatement Contractors

Vendors	King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase I **Evaluation Criteria**	**Weighted Scores**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	0.0	0.0	100.0	90.0	0.0	0.0	0.0
3. Organization & Approach	0.0	0.0	67.5	67.5	0.0	0.0	0.0
4.Scope of Services Scope of Services Firm's understanding of the Scope of Services and task and requirements for each area of the developer to be performed included in Section V. -Portfolio of two (2) past projects similar to the scope of services completed within the past three (3) years. -Experience with the development for new Construction and familiar with rehabilitation projects. -Experience with relevant projects in nature to the RFQ specifications requirements.	0.0	0.0	200.0	180.0	0.0	0.0	0.0
5. References	0.0	0.0	25.0	25.0	0.0	0.0	0.0
6. Financial Stability	0.0	0.0	25.0	25.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)	0.0	0.0	417.5	387.5	0.0	0.0	0.0
Phase 2 (Option - Numbers 7 - 8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
7. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
Total Cumulative Score (Maximum point is 500)	0.0	0.0	417.5	387.5	0.0	0.0	0.0

Internal Use Only

Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 11/9/23

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
Evaluation Date: Thursday, November 9, 2023 @ 10:00 a.m. via ZOOM
2. Georgia Certified Lead Renovation, Repair and Paint (RRP) Contractor

Vendors			King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**						
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/ Fail	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	4.0	5.0	4.5	4.5	4.0	4.0	
3. Organization & Approach	(0-5)	15	5.0	4.5	5.0	4.5	4.5	5.0	
Scope of Services – Vendors should address the requirements listed under Section C the Scope of Services to include the following item: 1. Firms ability to abate, renovate repair paint and remediate a home of lead passing HUDs clearance level. 2. Firm ability to produce final clearance report including lead base paint component lead hazard control plan and final clearance and issue final clearance report 3. The firm must have the ability to have a lead supervisor on the project from start to finish. 4. The firm must show that they are abreast with current education requirements and Training. 5. Must be a lead abatement firm and trained certified RRP firm. 6. Number of educational classes instructed through HUD or EPA. 7. Cost Competitiveness - Explain your approach to cost of labor and materials for similar project scope.	(0-5)	40	4.5	5.0	5.0	4.5	5.0	4.5	
5. Financial Stability	(0-5)	5	5.0	5.0	5.0	5.0	5.0	4.5	
6. References	(0-5)	5	5.0	5.0	5.0	4.5	5.0	4.5	
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)		**85**	**23.5**	**24.5**	**24.5**	**23.0**	**23.5**	**22.5**	**0.0**
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
7. Presentation by Team	(0-5)	10							
8. Q&A Response to Panel Questions	(0-5)	5							
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)		**15**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
Total Cumulative Score (Maximum point is 500)		**100**	**23.5**	**24.5**	**24.5**	**23.0**	**23.5**	**22.5**	**0.0**

Internal Use Only

Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 11/9/23

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
Evaluation Date: Thursday, November 9, 2023 @ 10:00 a.m. via ZOOM
2. Georgia Certified Lead Renovation, Repair and Paint (RRP) Contractor

Vendors	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078 (334) 283-5663	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815 (706) 793-9080	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024 (678) 807-7900	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341 (770) 455-0391	G & P Construction 317 Reynolds St North Augusta, SC 30901 (803) 624-9735	Good Human Solution 2008 Ryan Rd Augusta, GA 30904 (706) 267-7516	King Chapel Realty 1756 Broad St Augusta, GA 30904 (706) 910-7475
Phase I **Evaluation Criteria**	**Weighted Scores**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	80.0	100.0	90.0	90.0	80.0	80.0	0.0
3. Organization & Approach	75.0	67.5	75.0	67.5	67.5	75.0	0.0
4.Scope of Services Scope of Services Firm's understanding of the Scope of Services and task and requirements for each area of the developer to be performed included in Section V. -Portfolio of two (2) past projects similar to the scope of services completed within the past three (3) years. -Experience with the development for new Construction and familiar with rehabilitation projects. -Experience with relevant projects in nature to the RFQ specifications requirements.	180.0	200.0	200.0	180.0	200.0	180.0	0.0
5. References	25.0	25.0	25.0	25.0	25.0	22.5	0.0
6. Financial Stability	25.0	25.0	25.0	22.5	25.0	22.5	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)	385.0	417.5	415.0	385.0	397.5	380.0	0.0
Phase 2 (Option - Numbers 7 - 8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
7. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
Total Cumulative Score (Maximum point is 500)	385.0	417.5	415.0	385.0	397.5	380.0	0.0

Internal Use Only

Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 11/9/23

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
RFQ Due: Friday, October 27, 2023 @ 11:00 a.m.
Evaluation Date: Thursday, November 9, 2023 @ 10:00 a.m. via ZOOM
1. Georgia Certified Lead Abatement Contractors

Vendors			King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**						
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/ Fail	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	0.0	0.0	5.0	4.5	0.0	0.0	
3. Organization & Approach	(0-5)	15	0.0	0.0	4.5	4.5	0.0	0.0	
Scope of Services – Vendors should address the requirements listed under Section C the Scope of Services to include the following item: 1. Firms ability to abate, renovate repair paint and remediate a home of lead passing HUDs clearance level. 2. Firm ability to produce final clearance report including lead base paint component lead hazard control plan and final clearance and issue final clearance report 3. The firm must have the ability to have a lead supervisor on the project from start to finish. 4. The firm must show that they are abreast with current education requirements and Training. 5. Must be a lead abatement firm and trained certified RRP firm. 6. Number of educational classes instructed through HUD or EPA. 7. Cost Competitiveness - Explain your approach to cost of labor and materials for similar project scope.	(0-5)	40	0.0	0.0	5.0	4.5	0.0	0.0	
5. Financial Stability	(0-5)	5	0.0	0.0	5.0	5.0	0.0	0.0	
6. References	(0-5)	5	0.0	0.0	5.0	5.0	0.0	0.0	
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)		85	0.0	0.0	24.5	23.5	0.0	0.0	0.0
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
7. Presentation by Team	(0-5)	10							
8. Q&A Response to Panel Questions	(0-5)	5							
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)		15	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
Total Cumulative Score (Maximum point is 500)		100	0.0	0.0	24.5	23.5	0.0	0.0	0.0

Internal Use Only

Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 11/9/23

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
RFQ Due: Friday, October 27, 2023 @ 11:00 a.m.
Evaluation Date: Thursday, November 9, 2023 @ 10:00 a.m. via ZOOM
1. Georgia Certified Lead Abatement Contractors

Vendors	King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase I **Evaluation Criteria**	**Weighted Scores**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	0.0	0.0	100.0	90.0	0.0	0.0	0.0
3. Organization & Approach	0.0	0.0	67.5	67.5	0.0	0.0	0.0
4.Scope of Services Scope of Services Firm's understanding of the Scope of Services and task and requirements for each area of the developer to be performed included in Section V. -Portfolio of two (2) past projects similar to the scope of services completed within the past three (3) years. -Experience with the development for new Construction and familiar with rehabilitation projects. -Experience with relevant projects in nature to the RFQ specifications requirements.	0.0	0.0	200.0	180.0	0.0	0.0	0.0
5. References	0.0	0.0	25.0	25.0	0.0	0.0	0.0
6. Financial Stability	0.0	0.0	25.0	25.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)	0.0	0.0	417.5	387.5	0.0	0.0	0.0
Phase 2 (Option - Numbers 7 - 8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
7. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
Total Cumulative Score (Maximum point is 500)	0.0	0.0	417.5	387.5	0.0	0.0	0.0

Internal Use Only

Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 11/9/23

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
RFQ Due: Friday, October 27, 2023 @ 11:00 a.m.
Evaluation Date: Thursday, November 9, 2023 @ 10:00 a.m. via ZOOM
4. Georgia Clearance Inspectors

Vendors			King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**						
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/ Fail	PASS	PASS	PASS	PASS	PASS	PASS	Fail
2. Qualifications & Experience	(0-5)	20	4.0	5.0	5.0	4.5	4.0	4.0	
3. Organization & Approach	(0-5)	15	5.0	4.5	5.0	5.0	4.5	4.5	
Scope of Services – Vendors should address the requirements listed under Section C the Scope of Services to include the following item: 1. Firms ability to abate, renovate repair paint and remediate a home of lead passing HUDs clearance level. 2. Firm ability to produce final clearance report including lead base paint component lead hazard control plan and final clearance and issue final clearance report 3. The firm must have the ability to have a lead supervisor on the project from start to finish. 4. The firm must show that they are abreast with current education requirements and Training. 5. Must be a lead abatement firm and trained certified RRP firm. 6. Number of educational classes instructed through HUD or EPA. 7. Cost Competitiveness - Explain your approach to cost of labor and materials for similar project scope.	(0-5)	40	5.0	5.0	5.0	4.5	4.5	4.5	
5. Financial Stability	(0-5)	5	5.0	5.0	5.0	5.0	4.5	4.5	
6. References	(0-5)	5	5.0	5.0	5.0	4.5	4.5	4.5	
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)		85	24.0	24.5	25.0	23.5	22.0	22.0	0.0
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
7. Presentation by Team	(0-5)	10							
8. Q&A Response to Panel Questions	(0-5)	5							
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)		15	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
Total Cumulative Score (Maximum point is 500)		100	24.0	24.5	25.0	23.5	22.0	22.0	0.0

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Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 11/9/23

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
RFQ Due: Friday, October 27, 2023 @ 11:00 a.m.
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Vendors	King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase I **Evaluation Criteria**	**Weighted Scores**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	80.0	100.0	100.0	90.0	80.0	80.0	0.0
3. Organization & Approach	75.0	67.5	75.0	75.0	67.5	67.5	0.0
4.Scope of Services Scope of Services Firm's understanding of the Scope of Services and task and requirements for each area of the developer to be performed included in Section V. -Portfolio of two (2) past projects similar to the scope of services completed within the past three (3) years. -Experience with the development for new Construction and familiar with rehabilitation projects. -Experience with relevant projects in nature to the RFQ specifications requirements.	200.0	200.0	200.0	180.0	180.0	180.0	0.0
5. References	25.0	25.0	25.0	25.0	22.5	22.5	0.0
6. Financial Stability	25.0	25.0	25.0	22.5	22.5	22.5	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)	405.0	417.5	425.0	392.5	372.5	372.5	0.0
Phase 2 (Option - Numbers 7 - 8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
7. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
Total Cumulative Score (Maximum point is 500)	405.0	417.5	425.0	392.5	372.5	372.5	0.0

Internal Use Only

Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 11/9/23

Augusta GEORGIA

Housing and Community Development Departi

Hawthorne E. Welcher Jr, Director

Shauntia Lewis, Deputy Director

MEMORANDUM

To: Geri Sams, Procurement Director

From: Hawthorne Welcher, Jr., Housing and Community Development Director

CC: Darrell White, Procurement Deputy Director
Nancy Williams, Procurement Contract Compliance Administrator

Date: November 9, 2023

RE: **HCD Recommendation of Award to Enter into Contract Negotiations for RFQ Item #23-188 Lead Grant Hazard Reduction Program**

SUBJECT

I. In compliance with Augusta, Georgia's Code, and following direction from the Augusta Procurement Department, Housing and Community Development (HCD) requests the recommendation of award for the following RFQ Item #23-188.
- **King Chapel Realty,**
- **G &P Construction,**
- **Clean And Green Environmental,**
- **Envirological Elements, Inc.,**
- **Blount's Complete Home Services Inc.,**
- **Good Human Solutions.**

HOUSING COMMUNITY DEVELOPMENT RECOMMENDATION

Approve and authorize securing services in response to # RFQ Item 23-188 through Bid from King Chapel Realty, G &P Construction, Clean and Green Environmental, Envirological Elements Inc., Blount's Complete Home Services Inc., and Good Human Solutions Inc. Such Lead service are to include:

I. Certified Lead Abatement Contractors
   a. Lead Abatement Housing
   b. Passing Clearance
2. Certified Lead RRP Contractor
   a. Renovation Repair for Housing
   b. Pass Clearance

3. Certified Lead Inspector/ Risk Assessor
    c. Lead Inspection and or Risk Assessment for housing
    d. Issue final report including lead base paint components and lead hazard control plan.
4. Clearance Inspectors
    a. Conduct visual clearance as feasible
    b. Conduct Final Clearance and issue final clearance report

Recommendation of Award RFQ Item #23-I88 Lead Hazard Reduction November 9, 2023

II. Authorize the following contractors:

King Chapel Realty
- Certified Lead RRP Contractor
- Clearance Inspectors

G &P Construction,
- Certified Lead RRP Contractor
- Clearance Inspectors

Clean and Green Environmental,
- Certified Lead Abatement Contractors
- Certified Lead RRP Contractor
- Certified Lead Inspector/ Risk Assessor
- Clearance Inspectors

Envirological Elements Inc.,
- Certified Lead Abatement Contractors
- Certified Lead RRP Contractor
- Certified Lead Inspector/ Risk Assessor
- Clearance Inspectors

Blount's Complete Home Services Inc., and
- Certified Lead RRP Contractor
- Clearance Inspectors

Good Human Solutions Inc.
- Certified Lead RRP Contractor
- Clearance Inspectors

To bid on lead hazard reduction projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Secure sound professional services for Certified Lead Abatement Contractors, Certified Lead RRP Contractor, Certified Lead Inspector/ Risk Assessor and Clearance Inspectors for RFQ Item #23-188 Lead Hazard Reduction Program

Thank you again, and if you have any questions or concerns, please do not hesitate to give me a call at (706) 821-1797.

COMMENTS:

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

(a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.

(b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).

(c) *Pre-qualification standards*. The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.

(d) *Failure to pre-qualify*. Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.

(e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

(a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

(a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

(1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations*. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

(k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

CLEAN AND GREEN ENVIRONMENTAL
3245 PEACHTREE PKWY, SUITE D-468
SUWANEE, GA 30024

ENVIROLOGICAL ELEMENTS, INC
2070 PEACHTREE INDUSTRIAL COURT, SUITE 104
ATLANTA, GA 30341

PYRAMID REMEDIAL SYSTEMS, INC.
5890 GATEWAY DRIVE, SUITE C
ALPHARETTA, GA 30004

BALCO, LLC
2110 FORTSON ROAD
FORTSON, GA 31808

A1A ENVIRONMENTAL INC.
125 TOWN PARK DRIVE, SUITE 300
KENNESAW, GA 30144

SAVANNAH ABATEMENT, LLC 702 EAST DUFFY STREET
SAVANNAH, GA 31401

ENVIROMASTERS, INC.
2790 27 HIGHWAY N
CARROLLTON, GA 30117

COMMERCIAL DISASTER RECOVERY, LLC
5352 FRANKLIN GOLDMINE RD.
CUMMING, GA 30028

DIVERSIFIED ENVIRONMENTAL MANAGEMENT, INC.
3339 HOSPITAL AVENUE W
CHAMBLEE, GA 30341

CWI ENVIRONMENTAL, LLC
63 BOYD ROAD
DAHLONEGA, GA 30533

OASIS CONSTRUCTION SERVICES, INC.
45 WOODSTOCK STREET
ROSWELL, GA 30075

BEST-TEC ASBESTOS ABATEMENT, INC.
630 INDUSTRIAL AVENUE, #8
BOYNTON BEACH, FL 33426

CBS ENTERPRISES, INC
DBA: SERVICE MASTER RESTORE
8301 FORTSON RD
FORTSON, GA 31808

EASTERN ENVIRONMENTAL, INC. 24480 US HWY. 17 NORTH
HAMPSTEAD, NC 28443

PROPERTY MEDICS OF GEORGIA
3250 PEACHTREE CORNERS CIRCLE
SUITE A
PEACHTREE CORNERS, GA 30092

REERO CONSTRUCTION LLC
2817 OVERLAKE RUN
POWDER SPRINGS, GA 30127

ONE SOURCE ENVIRONMENTAL, LLC
3717 LATROBE DRIVE, SUITE 760
CHARLOTTE, NC 28211

E. LUKE GREENE COMPANY, INC.
4807 DOUGLAS DAM ROAD
STRAWBERRY PLAINS, TN 37871

REGULATORY COMPLIANCE SERVICES, INC.
707 WINDING WAY
ADEL, GA 31620

KRANE DEVELOPMENT INC.,
DBA ADS SERVICES, INC.
5451 59TH STREET N
TAMPA, FL 33610

ENVIRONMENTAL HOLDINGS GROUP, LLC
190 KITTY HAWK DRIVE
MORRISVILLE, NC 27560

GLE ASSOCIATES, INC.
5405 CYPRESS CENTER DRIVE,
STE. 110
TAMPA, FL 33609

AMERICAN LOGISTICS INTERNATIONAL INC
656 SCHOOL RD.
HAMPTON, GA 30228

RAGINS CONSTRUCTION
3875 LOG CABIN DRIVE
MACON, GA 31204

ENVIRONMENTAL RESTORATION LLC
1666 FABICK DRIVE
FENTON, MO 63026

SERVICEMASTER CLEANING & RESTORATION SERVICES
3643 EXPLORER TRAIL, SUITE A
OAKWOOD, GA 30566

TRILEAF CORPORATION
1515 DES PERES ROAD SUITE 200
ST. LOUIS, MO 63131

RFQ ITEM #23-188
LEAD GRANT HAZARD PROGRAM
FOR AUGUSTA, GA- -HOUSING AND
COMUMUNITY DEPARTMENT
RFQ DUE: FRIDAY, 10/27/23 @11:00 AM

RFQ ITEM #23-188
LEAD GRANT HAZARD PROGRAM
FOR AUGUSTA, GA- -HOUSING AND
COMUMUNITY DEPARTMENT
RFQ MAILED: 9/21/2023

UNITED CONSULTING GROUP
625 HOLCOMB BRIDGE ROAD
NORCROSS, GA 30071

1PRIORITY ENVIRONMENTAL SERVICES 4028 DALEY AVENUE
FORT WORTH, TX 76180

CLEAN ENVIRONMENTAL GROUP
4810 DARTMOORE LANE
SUWANEE, GA 30024

NOVA ENGINEERING AND ENVIRONMENTAL, LLC
3900 KENNESAW 75 PARKWAY
KENNESAW, GA 30144

STRATEGIC ENVIRONMENTAL SOLUTIONS LLC
2774 COBB PARKWAY NW, SUITE 109-356
KENNESAW, GA 30152

LAKESHORE ENVIRONMENTAL CONTRACTORS, LLC
5513 EASTCLIFF INDUSTRIAL LOOP
BIRMINGHAM, AL 35210

SOUTHERN SITE DEVELOPMENT, LLC
5591 PEACHTREE ROAD
CHAMBLEE, GA 30341

AMR, LLC
3755 HARRISON RD. SW, SUITE 700
LOGANVILLE, GA 30052

GILL GROUP
512 N. ONE MILE ROAD
DEXTER, MO 63841

REAMS ENTERPRISES, INC
1478 CENTRAL AVENUE
EAST POINT, GA 30344

SOUTHERN DEMOLITION AND ENVIRONMENTAL
2035 BOLTON ROAD
ATLANTA, GA 30318

GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS, INC.
514 HILLCREST INDUSTRIAL BOULEVARD
MACON, GA 31204

CONNOR
1421 CLARKVIEW ROAD, SUITE 100
BALTIMORE, MD 21209

SOUTHEAST LEAD CONSULTANTS, INC.
243 JIM KNIGHT ROAD
CARTERSVILLE, GA 30121

CITY OF ROME - BUILDING INSPECTION DEPARTMENT
607 BROAD STREET
ROME, GA 30162

PROFESSIONAL ENVIRONMENTAL MANAGEMENT, INC.
3735 HARRISON ROAD, SUITE 500
LOGANVILLE, GA 30052

RELIABLE RESTORATION LLC
6950 PEACHTREE INDUSTRIAL BOULEVARD
NORCROSS, GA 30071

NV5, INC.
1713 SOUTH KINGS AVENUE
BRANDON, FL 33511

ARROWOOD ENVIRONMENTAL GROUP, INC.
10 ROSE HILL DRIVE
SAVANNAH, GA 31419

PEACHWOOD MILLWORKS, LLC
155 CHRISTOPHER CIRCLE
FORT VALLEY, GA 31030

DARCCO ENVIRONMENTAL, INC.
6342 ARLINGTON EXPRESSWAY
JACKSONVILLE, FL 32211

APEX COMPANIES, LLC
15850 CRABBS BRANCH WAY,
SUITE 200
ROCKVILLE, MD 20855

CASCADE SERVICES COMPANY, INC. 1062 GRANT TERRACE
ATLANTA, GA 30315

CASON ENVIRONMENTAL & DEMOLITION SERVICES, LLC
1118 STUCKEY AVENUE
TALLAHASSEE, FL 32310

GEO HYDRO ENGINEERS, INC.
1000 COBB PLACE BOULEVARD,
STE 290
KENNESAW, GA 30144

AEGIS ENVIRONMENTAL, INC.
105 SOUTHEAST PARKWAY, SUITE 115
FRANKLIN, TN 37064

NATIONAL ENVIRONMENTAL SOLUTIONS INC.
5134 HIGHWAY 17
CLARKESVILLE, GA 30523

RFQ ITEM #23-188
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FOR AUGUSTA, GA- -HOUSING AND
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RFQ DUE: FRIDAY, 10/27/23 @11:00 AM

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LEAD GRANT HAZARD PROGRAM
FOR AUGUSTA, GA- -HOUSING AND
COMUMUNITY DEPARTMENT
RFQ MAILED: 9/21/2023

HIBERNIA ENTERPRISES, INC.
3680 HEWATT COURT
SNELLVILLE, GA 30039

ARK REMEDIATION, LLC
2901 NOTASULGA RD
TALLASEE, AL 36078

CROSS ENVIRONMENTAL SERVICES
155 BLAKE AVE. NW, SUITE G3
FORT WALTON BEACH, FL 32548

FOREWARNED PROPERTY SERVICES LLC
103 WOODLAND CAMP ROAD
TEMPLE, GA 30179

AEROSTAR SES, LLC
3550 ST. JOHNS BLUFF ROAD SOUTH
JACKSONVILLE, FL 32224

INSITE ENVIRONMENTAL, LLC
4369 SALEM ROAD
COVINGTON, GA 30016

ARCHER RESTORATION SERVICES, INC.
3430 NOVIS POINTE
ACWORTH, GA 30101

LIFE ENVIRONMENTAL SERVICES, INC.
2779 CLAIRMONT ROAD NE,
SUITE G-4
ATLANTA, GA 30329

LANG ENVIRONMENTAL, INC.
6418 BADGER DRIVE
TAMPA, FL 33610

W.T. MILLER, LLC
430 OLD GATE ROAD
MIDLAND, GA 31820

SACAL ENVIRONMENTAL & MANAGEMENT COMPANY
2153 VINEVILLE AVENUE
MACON, GA 31204

KJS GENERAL CONTRACTOR INC
6205 ABERCORN STREET, SUITE 105
SAVANNAH, GA 31405

PARTNER ASSESSMENT CORPORATION
2154 TORRANCE BOULEVARD, STE 200
TORRANCE, CA 90501

MILL CREEK ENVIRONMENTAL
1818 PERIMETER RD.
DAWSONVILLE, GA 30534

3RD EYE HOME INSPECTION, LLC
384 OTHELLO DR.
HAMPTON, GA 30228

SPECTRUM ANALYTICAL SERVICES, INC.
1333 AMBERWOOD DRIVE
WOODSTOCK, GA 30189

LEGACY 4 CONSTRUCTION
3947 KARLEEN RD
HEPHZIBAH, GA 30815

BLOUNT'S COMPLETE HOME SERVICES INC. DBA BLOUNT'S CONSTRUCTION
2907-C TOBACCO RD.
HEPHZIBAH, GA 30815

GLE
5405 CYPRESS CENTER DRIVE,
SUITE 110
TAMPA, FL 33609

JOHN K WILLIAMS REALTY LLC
JOHN K WILLIAMS SR.
109 SHERYL CT.
BRUNSWICK, GA 31525

JOHN K WILLIAMS REALTY LLC
JOHN K WILLIAMS JR.
109 SHERYL CT.
BRUNSWICK, GA 31525

JOHN K WILLIAMS REALTY LLC
JARVIS WILLIAMS
109 SHERYL CT.
BRUNSWICK, GA 31525

REGULATORY COMPLIANCE SERVICES INC.
TREY FAUSETT
2653 NE CHERRY LAKE CIRCLE
PINETTA, FLORIDA 32350

FAUSETT FLORIDA, LLC
TREY FAUSETT
2653 NE CHERRY LAKE CIRCLE
PINETTA, FL 32350

COASTAL PLAINS ENVIRONMENTAL, INC.
TREY FAUSETT
2653 NE CHERRY LAKE CIRCLE
PINETTA, FLORIDA 32350

DARRELL GRANT
HCD

HAWTHORNE WELCHER
HCD

PHYLLIS JOHNSON
COMPLIANCE

RFQ ITEM #23-188
LEAD GRANT HAZARD PROGRAM
FOR AUGUSTA, GA- -HOUSING AND
COMUMUNITY DEPARTMENT
RFQ DUE: FRIDAY, 10/27/23 @11:00 AM

RFQ ITEM #23-188
LEAD GRANT HAZARD PROGRAM
FOR AUGUSTA, GA- -HOUSING AND
COMUMUNITY DEPARTMENT
RFQ MAILED: 9/21/2023

BIDDERS LIST

BID ITEM # 23-188 COST $_____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	G & P Construction	317 Reynolds Street Augusta, GA 30901	9/22/23	1	AP	
2	GLE Associates, Inc.	1100 ~~Spring~~ Street, NW Ste 820				
3	National Environmental Solutions, Inc.	P. O. Box 220 Sautee, GA 30571				
4						
5						
6						
7						
8						
9						

Planholders

Add Supplier | Export To Excel

Supplier (6)

Supplier	Download Date
ConstructConnect	10/02/2023
Dodge Data	09/24/2023
FINBACK 670, Inc.	10/10/2023
MXI Environmental Services	09/22/2023
Onvia, Inc. - Content Department	09/22/2023
RYZE UP2 IT SERVICES	09/22/2023

Add Supplier

Supplier Details

Supplier Name	ConstructConnect
Contact Name	ConstructConnect Bid Opportunities
Address	3825 Edwards Rd Suite 800, Cincinnati, OH 45209
Email	content@constructconnect.com
Phone Number	877-227-1680

Remove

Documents

Filename	Type	Action
23-188_RFQ	Bid Document / Specifications	View History

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, September 22, 2023 2:08 PM
To: Tywanna Scott
Cc: Nancy M. Williams
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2023-000000005

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: **PE-72155-NONST-2023-000000005**
Event Title: **Lead Grant Hazard Program**
Event Type: **Non-State Agency**

Process Log
2023/09/22 14:02:00 : Log starts for - 1295222 - EVENT_RELEASE_TO_SUPL
2023/09/22 14:02:05 : Email Process Log for the Event#: PE-72155-NONST-2023-000000005
2023/09/22 14:02:05 : Email Batch# 2309221162
2023/09/22 14:02:05 : Notification Type: EVENT_RELEASE_TO_SUPL
2023/09/22 14:08:20 : Total No of Contacts found for sending Email: 921
2023/09/22 14:08:20 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2023-000000005&sourceSystemType=gpr20

09/22/2023 02:08:20 PM

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on **links**, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

Commission Meeting

December 5, 2023

2024 Annual Bid Award – Procurement Department

Department: Procurement

Presenter: Geri Sams

Caption: Motion to **approve** of the following annual bid items, as the estimated annual purchases for these items are expected to exceed $25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. 23-004 Plant Instrumentation, 24-025 Inmate Clothing, 24-029: Uniforms and Accessories, 24-134: Molle Pouches and 24-136: Ballistic Vest **(Approved by Administrative Services Committee November 28, 2023)**

Background: Sec. 1-10-58 stipulates that upon approval of an annual contract by the Board of Commissioners, any using agency is authorized to order supplies or services under such annual contract as needed, up to the maximum amount approved in the annual bid. An annual contract is defined as any contract entered for a period of one year or multiple one-year periods, including options to renew for additional one-year periods, with a vendor or contractor. The purpose is to provide Augusta, Georgia, with specified products or services, such as paving, concrete, or office supplies, at a predetermined rate or price. These commodities or services are let in accordance with the Augusta Procurement Code.

The Annual Bid Items for consideration are as follows:

UTILITIES:	2024 BUDGET	RECOMMENDED AWARD
23-004: Plant Instrumentation	$250,000	Keller Amer. and Digi Intl.
SHERIFF'S OFFICE		
24-025: Inmate Clothing	$ 65,000	Victory Supply
24-029: Uniforms and Accessories	$350,000	Uniforms by John*
24-134: Molle Pouches	$ 40,000	Richard Cowell Tactical
24-136: Ballistic Vest	$159,000	Uniforms by John*

*Denotes a Local Vendor recommendation.

The recommendation for the award is for a one-year term with the option to extend for an additional year upon mutual consent of both parties. This aligns with the definition of an annual contract, as outlined in the Augusta Procurement Code.

The annual bid items underwent a thorough and transparent sealed bid process, as mandated by the Augusta Procurement Code. Subsequent to this process, the respective User Departments diligently reviewed all submittals and have collaboratively formulated a comprehensive recommendation of award.

The Procurement Department has worked closely with the User Departments to ensure a meticulous evaluation of the bids received. The outcome of this collaborative effo

	the attached recommendation, which reflects a balanced consideration of factors such as cost-effectiveness, quality, and compliance with our procurement guidelines. Enclosed herewith, please find the detailed recommendation of award for your review and approval. We believe that the selected vendors not only meet but exceed the specified requirements, and their proposals align with the principles of fairness, competitiveness, and transparency upheld by the Augusta Procurement Code.
Analysis:	The reason for seeking your approval is rooted in the fact that the User Department may need to submit requisitions for the purchase of items that exceed the $25,000 authority approval of the Administrator, as specified in accordance with the Procurement Code, Section 1-10-54. Section 1-10-54, under the "Authority of Administrator to make small purchases," clearly outlines that the Administrator is vested with the authority to make purchases, approve annual bids, and enter into professional services agreements without Commission approval for products, services, and annual bids not exceeding $25,000. In alignment with this provision, we seek approval for the bids, as they fall within the Administrator's purview for small purchases. The bid has undergone a meticulous review process by both the Procurement Department and the User Department, ensuring compliance with all relevant guidelines and standards. Enclosed herewith are the comprehensive details of the bid submission, along with the User Department's recommendations. We believe that this bid not only meets but exceeds the required specifications, and its approval will facilitate the seamless acquisition of essential items for our organization.
Financial Impact:	User Departments within our organization are entrusted with the responsibility of procuring the items specified in the individual bids. Purchases are made on an as-needed basis, allowing for a flexible and efficient acquisition process that aligns with our operational requirements. This approach ensures that our organization can respond promptly to evolving needs while maintaining fiscal responsibility. Importantly, the payment for requested items will be sourced from the appropriate budget line item associated with the specific department making the request.
Alternatives:	Deny
Recommendation:	The Procurement Department recommendation is to approve as submitted by the User Department and award the Annual Bid(s) as recommended per the Augusta Code.
Funds are available in the following accounts:	User Department are responsible for the procurement of items within their approved 2024 Budget
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Bid Item # 23-004 Plant Instrmentation – Annual Contract
For Augusta, GA – Utilities Department
Bid Date: Wednesday, September 6, 2023 @ 1:00 p.m.

Total Number Specifications Mailed Out: 14
Total packages submitted: 2
Total Non-Compliant: 0

Vendors		KELLER AMERICA 351 BELL KING ROAD NEWPORT NEWS,VA 23606	DIGI INTERNATIONAL 9350 EXCELSIOR BLVD SUITE 700 HOPKINS, MN
Attachment B		YES	YES
E-Verify #		1733390	246699
SAVE Form		YES	YES
DESCRIPTION	**Manufacturer**	**PRICE**	**PRICE**
HydroRanger 200 Ultrasonic level controller 7M L5034-SAA01	Siemens		
EchoMax XPS-10 Ultrasonic level transducer 7ML1115-0CA30	Siemens		
Chlorine Analyzer HydroAct HA2	Chemtrac LLC		
Monitor AMI Turbiwell WILED A-25.411.700.1	Swan Analytical Instruments		
Connect Sensor + A-310 CSENSE-A310	Digi International		$424.00
Digi Remote Manger Premier DIGI-RM-IM-PRM-5YR	Digi International		$210.00
Digi Connect Sensor+ Battery 760000912	Digi International		$49.00
Pressure Transmitter SPT25-20-0200A	Prosence	101.25EA	
Control Switch 1046505	CSI Controls		
Submersible Level Transmitter 101610-49 Model: PBLTX-10-60-PU	Dwyer	681.75 EA	
EXCEPTION		YES	

Invitation To Bid

Sealed bids will be received at this office until Wednesday, August 30, 2023 @ 1:00 p.m. **via ZOOM Meeting ID: 818 342 2642; Passcode: 164731** for furnishing:

BID ITEM UTILITIES DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE *(Bid Items may have more parent codes)*
1	23-004 Plant Instrumentation	

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to procannualbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, August 18, 2023 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procannualbids@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle July 27, 2023, Aug 3, 10, 17 2023
Metro Courier July 27, 2023

UTILITIES DEPARTMENT

Augusta GEORGIA

Wes Byne, P.E.
Director

MEMORANDUM

TO: Geri Sams, Director – Procurement
Darrell White, Deputy Director - Procurement
Nancy Williams – Contract Compliance Administrator
Shunika Hill – Bid Management Assistant

FROM: Wes Byne, Director – Utilities Department
Allen Saxon, Assistant Director, AUD-Facilities Operations
Stephen Orton, Superintendent-AUD-Facilities and Maintenance

SUBJECT: **Plant Instrumentation (Bid Item #23-004) Recommendation of Award**

DATE: September 27, 2023

It is our recommendation that the items on the bid list for **Bid No. 23-004 Plant Instrumentation** be awarded to the lowest compliant bidders, **Keller America** and **Digi International.**

Thank you for your assistance regarding this request.

27 Sept 23

Wes Byne, P.E. - Director, Utilities Department **Date**

CC:
Tess Thompson, Manager-AUD Finance

SENT TO:
SEP 27 2023
PROCUREMENT

Augusta Utilities Administration
452 Walker Street – Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

OFFICAL

Augusta GEORGIA	Bid #24-025 Inmate Clothing-Annual Contract for Augusta, Georgia - Sheriff's Office Bid Date: Wednesday, October 4, 2023 @ 11:00 a.m. Total Number Specifications Mailed Out: Total packages submitted: Total Non-Compliant:						
Vendors:		**Bob Baker Company 7925 Purfoy Road Fuquay Varina, NC 27526**		**Victory Supply 7025 Industrial Park Road Mount Pleasant, TN 38474**		**CHARM-TEX 1618 CONEY ISLAND AVE BROOKLYN, NY 11230**	
Attachment B		YES		YES		YES	
E-Verify #		168473		468942		267678	
SAVE Form		YES		YES		YES	
SIZE	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
Large	100 each/color	16.18 14.56 STRIPED	1,618.00 1,456.00 STRIPED	$14.59	$1,459.00	$15.98	$1,598.00
X Large	100 each/color	16.18 14.56 STRIPED	1,618.00 1,456.00 STRIPED	$14.59	$1,459.00	$15.98	$1,598.00
2X Large	200 each/color	16.18 14.56 STRIPED	3,236.00 2,912.00 STRIPED	$14.59	$2,918.00	$15.98	$3,196.00
3X Large	200 each/color	16.78 15.56 STRIPED	3,356.00 3,112.00 STRIPED	$15.29	$3,057.78	$16.90	$3,380.00
4X Large	200 each/color	16.78 15.56 STRIPED	3,356.00 3,112.00 STRIPED	$15.29	$3,057.78	$17.54	$3,508.00
5X Large	200 each/color	16.78 15.56 STRIPED	3,356.00 3,112.00 STRIPED	$15.99	$3,198.00	$18.18	$3,636.00
6X Large	100 each/color	16.78 16.86 STRIPED	1,678.00 1,686.00 STRIPED	$15.99	$1,599.00	$18.90	$1,890.00
7X Large	100 each/color	20.78 17.96 STRIPED	2,078.00 1,796.00 STRIPED	$15.99	$1,599.00	$20.90	$2,090.00
9X Large	100 each/color	20.78 18.96 STRIPED	2,078.00 1,896.00 STRIPED	$16.57	$1,656.81	$21.90	$2,190.00
10X Large	25 each/color	21.78 18.96 STRIPED	544.50 474.00 STRIPED	$16.57	$414.20	$22.90	$572.50
Brand Name		TRI-STITCH		VSI		CT	
TOTAL BID QUOTE		$43,930.50		$20,418.57		$23,658.50	
Delivery in Days		30-DAYS		14-21 DAYS		90-DAYS	

Invitation To Bid

Sealed bids will be received at this office until Wednesday, October 4, 2023 @ 11:00 a.m. **via ZOOM Meeting ID: 818 342 2642; Passcode: 164731** for furnishing:

BID ITEM SHERIFF'S DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE *(Bid Items may have more parent codes)*
1	24-025 Inmate Clothing	CLO-200-00; SRV-998-26; SRV-967-34
2	24-029 Uniforms and Accessories	CLO-200-00; SRV-967-34; SRV-998-26
3	24-134 Molle Pouches	024-680-00
4	24-136 External Ballistic Vest and External Carrier	024-680-00

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams Procurement Department
535 Telfair Street - Room 605, Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to procannaulbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, September 22, 2023 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procannualbids@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle August 31, and September 7, 17, 21, 2023
Metro Courier August 31, 2023

RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree
Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

MEMORANDUM

TO: Geri Sams, Procurement

FROM: Capt. Michelle Thomas

DATE: October 9, 2023

RE: 24-025 Inmate Clothing Award Letter

Please award Bid Item# 24-025 in reference to Inmate Clothing for the Richmond County Sheriff's Office for the year 2024 to Victory Supply Company. They were the lowest bidder based on the total bid quoted.

Thanking you in
advance

Augusta GEORGIA

Bid Item #24-029
Uniforms and Accessories - Annual Contract
for Augusta Georgia - Sheriff's Office
Bid Due: Wednesday, October 11, 2023@ 11:00 a.m.

Total Number Specifications Mailed Out: 20
Total packages submitted: 2
Total Noncompliant: 1

Vendors			Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901		Hartley's Unifroms Shop 1010 Druid Park Ave Augusta, GA 30904	
Attachment B			yes		yes	
E-Verify #			272348		2288153	
Save Form			yes		yes	
Addendum			yes		no/non-compliant	
SECTION A - UNIFORMS						
ITEM NO.	DESCRIPTION	EST. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Long Sleeve Men's Shirts	250				
	Medium		$143.23	$35,807.50	$102.20	$25,550.00
	Large		$143.23	$35,807.50	$102.20	$25,550.00
	Xlarge		$143.23	$35,807.50	$102.20	$25,550.00
	XXLarge & Up		$143.23	$35,807.50	$102.20	$25,550.00
2	Short Sleeve Men's Shirts	250				
	Medium		$115.23	$28,807.50	$88.20	$22,050.00
	Large		$115.23	$28,807.50	$88.20	$22,050.00
	Xlarge		$115.23	$28,807.50	$88.20	$22,050.00
	XXLarge & Up		$115.23	$28,807.50	$88.20	$22,050.00
3	Long Sleeve Women's Shirts	250				
	Medium		$143.23	$35,807.50	$102.20	$25,550.00
	Large		$143.23	$35,807.50	$102.20	$25,550.00
	Xlarge		$143.23	$35,807.50	$102.20	$25,550.00
	XXLarge & Up		$143.23	$35,807.50	$102.20	$25,550.00
4	Short Sleeve Women's Shirt	250				
	Medium		$115.23	$28,807.50	$88.20	$22,050.00
	Large		$115.23	$28,807.50	$88.20	$22,050.00
	Xlarge		$115.23	$28,807.50	$88.20	$22,050.00
	XXLarge & Up		$115.23	$28,807.50	$88.20	$22,050.00
5	Uniform Polo Shirts - Class B	500				
	XS		$74.23	$37,115.00	$64.20	$32,100.00

Augusta GEORGIA

Bid Item #24-029
Uniforms and Accessories - Annual Contract
for Augusta Georgia - Sheriff's Office
Bid Due: Wednesday, October 11, 2023@ 11:00 a.m.

Total Number Specifications Mailed Out: 20
Total packages submitted: 2
Total Noncompliant: 1

	Vendors		Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901		Hartley's Unifroms Shop 1010 Druid Park Ave Augusta, GA 30904	
	Small		$74.23	$37,115.00	$64.20	$32,100.00
	Medium		$74.23	$37,115.00	$64.20	$32,100.00
	Large		$74.23	$37,115.00	$64.20	$32,100.00
	XLarge		$74.23	$37,115.00	$64.20	$32,100.00
	XXLarge & Up to 5X		$74.23	$37,115.00	$64.20	$32,100.00
6	UNIFORM POLO SHIRTS-CLASS B2	500				
	XS		$54.23	$27,115.00	$42.20	$21,100.00
	Small		$54.23	$27,115.00	$42.20	$21,100.00
	Medium		$54.23	$27,115.00	$42.20	$21,100.00
	Large		$54.23	$27,115.00	$42.20	$21,100.00
	Xlarge		$54.23	$27,115.00	$42.20	$21,100.00
	XXLarge & Up to 6X		$54.23	$27,115.00	$42.20	$21,100.00
7	CBWDC UNIFORMS POLO SHIRTS	500				
	Medium		$49.23	$24,615.00	$41.20	$20,600.00
	Large		$49.23	$24,615.00	$41.20	$20,600.00
	Xlarge		$49.23	$24,615.00	$41.20	$20,600.00
	XXLarge & Up		$49.23	$24,615.00	$41.20	$20,600.00
8	UNIFORMS UNDERVEST SHORT SLEEVE POLO SHIRT					

Augusta GEORGIA

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	XS		$50.23		$55.20	$27,600.00
	Medium		$50.23		$55.20	$27,600.00
	Large		$50.23		$55.20	$27,600.00
	Xlarge		$50.23		$55.20	$27,600.00
	XXLarge & Up		2xl 10% 3xl 20% 4xl 30% 5xl 40%		$55.20	$27,600.00
9	UNIFORMS UNDERVEST LONG SLEEVE POLO SHIRT					
	XS		$56.23		$58.20	$29,100.00
	Medium		$56.23		$58.20	$29,100.00
	Large		$56.23		$58.20	$29,100.00
	Xlarge		$56.23		$58.20	$29,100.00
	XXLarge & Up		2xl 10% 3xl 20% 4xl 30% 5xl 40%		$58.20	$29,100.00
10	MEN'S UNIFORM TROUSERS CLASS A	500				
	Medium		$129.23	$64,615.00	$89.20	$44,600.00
	Large		$129.23	$64,615.00	$89.20	$44,600.00
	Xlarge		$129.23	$64,615.00	$89.20	$44,600.00
	XXLarge & Up		$129.23	$64,615.00	$89.20	$44,600.00
11	WOMEN'S UNIFORM TROUSERS CLASS A	250				
	Medium		$129.23	$32,307.50	$89.20	$29,300.00
	Large		$129.23	$32,307.50	$89.20	$29,300.00
	Xlarge		$129.23	$32,307.50	$89.20	$29,300.00
	XXLarge & Up		$129.23	$32,307.50	$89.20	$29,300.00

Augusta GEORGIA

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	Vendors		Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901		Hartley's Unifroms Shop 1010 Druid Park Ave Augusta, GA 30904	
12	MEN'S UNIFORM TROUSERS CLASS	750				
	Medium		$123.23	$92,422.50	$89.20	$66,900.00
	Large		$123.23	$92,422.50	$89.20	$66,900.00
	Xlarge		$123.23	$92,422.50	$89.20	$66,900.00
	XXLarge & Up		$123.23	$92,422.50	$89.20	$66,900.00
13	WOMEN'S UNIFORM TROUSERS CLASS B	750				
	Medium		$123.23	$92,422.50	$89.20	$66,900.00
	Large		$123.23	$92,422.50	$89.20	$66,900.00
	Xlarge		$123.23	$92,422.50	$89.20	$66,900.00
	XXLarge & Up		$123.23	$92,422.50	$89.20	$66,900.00
14	MEN'S CBWDC UNIFORM TROUSERS	750				
	Medium		$64.23	$48,172.50	$55.20	$41,400.00
	Large		$64.23	$48,172.50	$55.20	$41,400.00
	Xlarge		$64.23	$48,172.50	$55.20	$41,400.00
	XXLarge & Up		$64.23	$48,172.50	$55.20	$41,400.00
15	WOMEN'S CBWDC UNIFORM TROUSERS	750				
	Medium		$64.23	$48,172.50	$55.20	$41,400.00
	Large		$64.23	$48,172.50	$55.20	$41,400.00
	Xlarge		$64.23	$48,172.50	$55.20	$41,400.00
	XXLarge & Up		$64.23	$48,172.50	$55.20	$41,400.00
	SECTION B - BDUs AND BICYCLE					
1	LIGHTWEIGHT TACTICAL PANTS (MEN'S)	20				
	Medium		$43.23	$864.60	$38.20	$764.00
	Large		$43.23	$864.60	$38.20	$764.00
	Xlarge		$43.23	$864.60	$38.20	$764.00
	XXLarge & Up		$43.23	$864.60	$38.20	$764.00

Augusta GEORGIA

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	Vendors		Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901		Hartley's Unifroms Shop 1010 Druid Park Ave Augusta, GA 30904	
2	LIGHTWEIGHT TACTICAL PANT (WOMEN'S)	20				
	Medium		$43.23	$864.60	$38.20	$764.00
	Large		$43.23	$864.60	$38.20	$764.00
	Xlarge		$43.23	$864.60	$38.20	$764.00
	XXLarge & Up		$43.23	$864.60	$38.20	$764.00
3	TACTICAL CARGO PANT (MEN'S)	20				
	Medium		$71.23	$1,424.60	$34.20	$684.00
	Large		$71.23	$1,424.60	$34.20	$684.00
	Xlarge		$71.23	$1,424.60	$34.20	$684.00
	XXLarge & Up		$71.23	$1,424.60	$34.20	$684.00
4	TACTICAL CARGO PANT (MEN'S)	20				
	Medium		$71.23	$1,424.60	$34.20	$684.00
	Large		$71.23	$1,424.60	$34.20	$684.00
	Xlarge		$71.23	$1,424.60	$34.20	$684.00
	XXLarge & Up		$71.23	$1,424.60	$34.20	$684.00
5	BICYCLE PANTS	25				
	Medium		$102.23	$2,555.75	$90.20	$2,255.00
	Large		$102.23	$2,555.75	$90.20	$2,255.00
	Xlarge		$102.23	$2,555.75	$90.20	$2,255.00
	XXLarge & Up		$102.23	$2,555.75	$90.20	$2,255.00
	SECTION C - UNIFORM WEB GEAR					
1	Baton Holder	20	$22.23	$444.60	$25.20	$504.00
2	Dura-Web No-Crush Duty Belt	20	$63.23	$1,264.60	$59.20	$1,184.00
3	Handcuff Case-Chain Cuffs	20	$29.23	$584.60	$28.20	$564.00
4	Double Retention Holster	20	$179.23	$3,584.60	$90.20	$1,804.00

Augusta GEORGIA

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5	Double Magazine Case/Tension Screw	20	$41.23	$824.60	$34.20	$684.00
6	Aerosol Case (OC Holder)	20	$25.23	$504.60	$23.20	$464.00
7	Ballistic Nylon Swivel Radio Holder	20	$25.23	$504.60	$23.20	$464.00
	SECTION D - UNIFORMS JACKETS AND JUMPSUITS					
1	Bomber Jacket	25				
	Medium		$52.23	$1,305.75	$40.20	$1,005.00
	Large		$52.23	$1,305.75	$40.20	$1,005.00
	Xlarge		$52.23	$1,305.75	$40.20	$1,005.00
	2X Large		$52.23	$1,305.75	$40.20	$1,005.00
2	Police Windbreaker	25				
	Medium		$58.23	$1,455.75	$48.20	$1,205.00
	Large		$58.23	$1,455.75	$48.20	$1,205.00
	X large		$58.23	$1,455.75	$48.20	$1,205.00
	2X Large - 4X Large		$75.23		$48.20	$1,205.00
	SECTION E - UNIFORMS ACCESSORIES AND LEATHER GEAR					
1	Hats	100	$130.23	$13,023.00	$119.20	$11,920.00
2	Shirt Badge	100	$113.23	$11,323.00	$98.20	$9,820.00
3	Hat Badge	100	$103.23	$10,323.00	$90.20	$9,020.00
4	Clip Style Badge	100	$113.23	$11,323.00	$90.20	$9,020.00
5	Sheriff's Emblems RCSO	100	$30.23	$3,023.00	$29.20	$2,920.00
6	Duty Belts	100	$86.23	$8,623.00	$82.20	$8,220.00
7	Retention Holster	100	$164.23	$16,423.00	$134.20	$13,420.00
8	Hand Cuff Case	100	$39.23	$3,923.00	$28.20	$2,820.00
9	Handcuffs	100	$36.23	$3,626.00	$28.20	$2,820.00
10	ASP Baton	100	$186.23	$18,623.00	$139.20	$13,920.00
11	ASP Baton Carrier	100	$32.23	$3,223.00	$26.20	$2,620.00
12	Double Magazine Carrier	100	$44.23	$4,423.00	$34.20	$3,420.00

Augusta GEORGIA

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13	Leg Irons	100	$66.23	$6,623.00	$58.20	$5,820.00
14	OC Carrier	100	$39.23	$3,923.00	$31.20	$3,720.00
15	Samuel Broome Tie	100	$6.23	$623.00	$20.00	$2,000.00
16	Buckleless Trouser Belt	100	$57.23	$5,723.00	$40.20	$4,020.00
	SECTION F - WINTER JACKET & WINTER PANTS/WATERPROOF PANTS					
1	Tactical Waterproof Pant	50				
	Medium		$193.23	$9,661.50	$159.20	$7,960.00
	Large		$193.23	$9,661.50	$159.20	$7,960.00
	Xlarge		$193.23	$9,661.50	$159.20	$7,960.00
	XXLarge & Up		up to 52/15% mark up		$159.20	$7,960.00
2	FLEECE LINER FOR WINTER JACKET	50				
	Medium		$134.23	$6,711.50	$118.20	$5,910.00
	Large		$134.23	$6,711.50	$118.20	$5,910.00
	Xlarge		$134.23	$6,711.50	$118.20	$5,910.00
	XXLarge & Up		2xl 10% 3xl 20% 4xl 30% 5xl 40%		$118.20	$5,910.00
	SECTION G - RAINWEAR					
1	Rain Jacket	50				
	Medium		$157.23	$7,861.50	$329.20	$16,460.00
	Large		$157.23	$7,861.50	$329.20	$16,460.00
	Xlarge		$157.23	$7,861.50	$329.20	$16,460.00
	XXLarge & Up		$157.23	$7,861.50	$329.20	$16,460.00
2	FLEECE LINER FOR RAINWEAR	50				
	Medium		$122.23	$6,111.50	$69.20	$3,460.00
	Large		$122.23	$6,111.50	$69.20	$3,460.00

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	Xlarge		$122.23	$6,111.50	$69.20	$3,460.00
	XXLarge & Up		$122.23	$6,111.50	$69.20	$3,460.00
	SECTION H - SCHOOL PATROL					
1	Short Sleeve Shirts	50				
	Medium		$47.23	$2,361.50	$45.20	$2,260.00
	Large		$47.23	$2,361.50	$45.20	$2,260.00
	Xlarge		$47.23	$2,361.50	$45.20	$2,260.00
	XXLarge & Up		$47.23	$2,361.50	$45.20	$2,260.00
2	TROUSERS	50				
	Medium		$51.23	$2,561.50	$45.20	$2,260.00
	Large		$51.23	$2,561.50	$45.20	$2,260.00
	Xlarge		$51.23	$2,561.50	$45.20	$2,260.00
	XXLarge & Up		$51.23	$2,561.50	$45.20	$2,260.00
	SECTION I - CIVILIAN POLO SHIRTS					
1	Polo Shirts	50				
	Medium		$46.23	$2,311.50	$30.20	$1,510.00
	Large		$46.23	$2,311.50	$30.20	$1,510.00
	X-large		$46.23	$2,311.50	$30.20	$1,510.00
	XXLarge & Up		$46.23	$2,311.50	$30.20	$1,510.00
	SECTION J - DEPUTY SHOES					
1	MEN'S LEATHER UNIFORM OXFORD BATES E00968		$129.23		$129.20	
2	MEN'S LEATHER DURASHOCK OXFORD - BATES E00112		$137.23		$135.20	
3	MEN'S DURASHOCK HIGH GLOSS OXFORD - BATES 00111-BA		$129.23		$129.20	
4	MEN'S LITES HIGH GLOSS OXFORD - BATES 00942-BA		$129.23		$129.20	
5	WOMEN'S LEATHER UNIFORM OXFORD - BATES 00769		$129.23		$129.20	

Augusta GEORGIA

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6	WOMEN'S LEATHER DURASHOCK OXFORD - BATES 00752		$118.23		$116.20	
7	WOMEN'S DURASHOCK HIGH GLOSS – OXFORD - BATES 00742		$118.23		$118.20	
8	WOMEN'S LITES HIGH GLOSS OXFORD - BATES E02346		$121.23		$118.20	
9	WOMEN'S 5" TACTICAL SPORT BOOT - BATES 02762		$75.23		$75.20	
10	MEN'S DELTA 8" SIDE ZIP BATES E02348		$135.23		$118.20	
11	WOMEN'S DELTA 8 SIDE ZIP BATES E02748		$135.23		$130.20	
12	MEN'S 8" WATER RESISTANT TACTICAL SPORT BOOTS BATES E02280		$105.23		$105.20	
13	MEN'S CLASSIC LEATHER OXFORD THOROGOOD 834-6027		$130.23		$129.20	
14	WOMEN'S CLASSIC LEATHER OXFORD - THOROGOOD 534-6047		$136.23		$129.20	
15	WOMEN'S POROMERIC OXFORD THOROGOOD 531-6303 Dual Gender		$123.23		$120.20	
16	METAL FREE OXFORD WORK SHOE THOROGOOD 834-6522		$83.23		$74.20	
17	METAL FREE ANKLE BOOT THOROGOOD 834-6523		$129.23		$82.20	
18	MEN'S CODE 3 OXFORD THOROGOOD 834-6333		$143.23		$127.20	
19	WOMEN'S CODE 3 OXFORD THOROGOOD 534-6333		$143.23		$127.20	
20	6" COMMANDO II SIDE ZIP BOOT DUAL GENDER THOROGOOD 834-6290 DUAL GENDER		$99.23		$98.20	
21	MEN'S UA VALSETZ RTS 1.5 SIDE ZIP TACTICAL BOOT UNDER ARMOR 3021036		$142.23		$140.20	
22	WOMEN'S UA VALSETZ RTS 1.5 TACTICAL BOOT W/ NO ZIPPER UNDER ARMOR 3021037		$142.23		$140.20	

Invitation To Bid

Sealed bids will be received at this office until Wednesday, October 4, 2023 @ 11:00 a.m. **via ZOOM Meeting ID: 818 342 2642; Passcode: 164731** for furnishing:

BID ITEM SHERIFF'S DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE *(Bid Items may have more parent codes)*
1	24-025 Inmate Clothing	CLO-200-00; SRV-998-26; SRV-967-34
2	24-029 Uniforms and Accessories	CLO-200-00; SRV-967-34; SRV-998-26
3	24-134 Molle Pouches	024-680-00
4	24-136 External Ballistic Vest and External Carrier	024-680-00

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams Procurement Department
535 Telfair Street - Room 605, Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to procannaulbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, September 22, 2023 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procannualbids@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle August 31, and September 7, 17, 21, 2023
Metro Courier August 31, 2023

RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree
Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

MEMORANDUM

TO: Geri Sams, Procurement

FROM: Capt. Sheila B. White

DATE: October 13, 2023

RE: 24-029 Uniform and Accessories Award Letter

Please award Bid Item# 24-029 in reference to Uniform and Accessories for the Richmond County Sheriff's Office for the year 2024 to Uniforms by John, Inc.

Thanking you in advance

Augusta GEORGIA

Bid Item #24-134 Molle Pouches -Annual Contract
for Augusta, Georgia Sheriff's Department
Bid Date: Wedneday, October 4, 2023 @ 11:00 a.m

Total Number Specifications Mailed Out: 18
Total packages submitted: 1
Total Noncompliant: 0

Vendors	RICHARD COWELL TACTICAL PO BOX 899 BONNERS FERRY, ID 83805
Attachment "B"	YES
E-Verify Number	1484857
SAVE Form	YES
	DESCRIPTIONS/(quantity)
1	TASER Pocket MOLLE for TASER X2(300)	$43.50
2	Radio Pocket MOLLE for Motorola 6000 Radio (300)	$31.25
3	Flashlight Pocket MOLLE for Small Flashlight (300)	$24.75
4	Baton Pocket MOLLE for ASP 21 (300)	$24.75
5	Handcuff Pocket MOLLE for Double Handcuffs (300)	$25.50
6	Pistol Magazine Pocket MOLLE for Double Pistol - Magazines Open Top with Kydex Retention Inserts (300)	$47.00
Samples Required	YES

Invitation To Bid

Sealed bids will be received at this office until Wednesday, October 4, 2023 @ 11:00 a.m. **via ZOOM Meeting ID: 818 342 2642; Passcode: 164731** for furnishing:

BID ITEM SHERIFF'S DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE *(Bid Items may have more parent codes)*
1	24-025 Inmate Clothing	CLO-200-00; SRV-998-26; SRV-967-34
2	24-029 Uniforms and Accessories	CLO-200-00; SRV-967-34; SRV-998-26
3	24-134 Molle Pouches	024-680-00
4	24-136 External Ballistic Vest and External Carrier	024-680-00

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams Procurement Department
535 Telfair Street - Room 605, Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to procannaulbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, September 22, 2023 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procannualbids@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle August 31, and September 7, 17, 21, 2023
Metro Courier August 31, 2023

RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree
Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

MEMORANDUM

TO: Geri Sams, Procurement

FROM: Capt. Sheila B. White

DATE: October 10, 2023

RE: 24-134 Molle Pouches Award Letter

Please award Bid Item# 24-134 in reference to Molle Pouches for the Richmond County Sheriff's Office for the year 2024 to Richard Cowell Tactical. They were the only bidder for the contract.

Thanking you in advance

Augusta GEORGIA

Bid Item 24-136 Ballsitic Vest - External Carrier
– Annual Contract
for Augusta, Georgia - Sheriff's Office
Bid Date: Thursday, October 4, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out:
Total packages submitted:
Total Noncompliant:

	Vendors	Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901	Read Uniforms 4 Sweeten Creek Road Asheville, NC 28803
	Attachment "B"	YES	YES
	E-Verify Number	272348	851481
	Save Form	YES	YES
	DESCRIPTIONS/(quantity)		
1	Onyx Armor PRO-AIR level II – CPL MODEL PL-11-01 with two CONCEALABLE VEST CARRIERs ONYX ARMOR models Apollo (male) and Athena (female)	$775.23	$808.24
2	Onyx Armor PRO-AIR level II – CPL MODEL PL-11-01 with EXTERNAL VEST CARRIER: ONYX ARMOR MODEL PATROL-RCSO CUSTOM and one concealable vest carrier.	$889.23	$908.23
3	BALLISTIC PANELS: Onyx Armor PRO-AIR level II – CPL MODEL PL-11-01	$625.23	$636.90
4	EXTERNAL VEST CARRIER: ONYX ARMOR MODEL PATROL- RCSO CUSTOM	$261.23	$224.51
5	CONCEALABLE VEST CARRIER: ONYX ARMOR models Apollo (male) and Athena (female)	$120.23	$127.06
6	ONYX ARMOR – SPIKE 2 PANELS: MODEL NUMBER FCKVA1148160-01201	$375.23	$384.94
7	14.6ONYX ARMOR – PATROL CF CARRIER	$261.23	$221.51
	TOTAL	$3,307.61	$3,314.39

Invitation To Bid

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BID ITEM SHERIFF'S DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE *(Bid Items may have more parent codes)*
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4	24-136 External Ballistic Vest and External Carrier	024-680-00

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GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle August 31, and September 7, 17, 21, 2023
Metro Courier August 31, 2023

RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree
Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

MEMORANDUM

TO: Geri Sams, Procurement

FROM: Capt. Sheila B. White

DATE: October 10, 2023

RE: 24-136 Ballistic Vest Award Letter

Please award Bid Item# 24-136 in reference to Ballistic Vest for the Richmond County Sheriff's Office for the year 2024 to Uniforms by John, Inc. They were the overall lowest bidder for the contract.

Thanking you in advance

Commission Meeting

December 5, 2023

HCD_ Federal Funding Agreement Contract Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **approve** HCD's contract procedural process relative to authorization of Agreements/Contracts/HUD Forms related to HCD's federally funded programs for calendar year 2024.**(Approved by Administrative Services Committee November 28, 2023)**

Background: Each year the Augusta, Georgia receives Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnerships (HOME) and Housing Opportunities for Persons with AIDS (HOPWA) funds from the U.S. Department of Housing & Urban Development (HUD). These funds are used to fund agencies and projects to assist low-income persons and revitalize low-income neighborhoods. The Housing and Community Development (HCD) Department annually solicits for proposals from agencies and develops CDBG, ESG, HOME and HOPWA budgets which are incorporated into the City's Annual Action Plan. For Calendar Year 2024, Augusta's Action Plan recommends a set of projects and activities to be carried out through Partnership with local non-profits and for profit partners. To carry out these projects, HUD requires the City of Augusta to have agreements with these Partners carrying out the activities described in the Annual Action Plan. Furthermore, there are a various HUD forms / Banking Documents that only require a single authorized official signature. These documents, specifically but not limited to: a) Forms HUD-7082, and b) HUD-40093 shall be authorized for execution by the Mayor (as Augusta, Georgia's HUD Certifying Official). To facilitate the execution of agreements/contract process, HCD proposes the utilization of our attached Agreement/Contract procedural process (see attachment).

This process does not include HCD Homebuyer Subsidy Program requests, Down Payment Assistance Program request and Rehabilitation Program, as

these requests, up to $25,000 are approved by the Administrator (app by the Augusta Commission on 7 September 2021, Agenda Item #13).

Analysis: The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged of Housing and Community Development's (HCDs) progress and projects.

Financial Impact: The City receives funding from the US Housing and Urban Development Department on an annual basis.

Alternatives: Do not approve HCD's agreement/contract procedural process request.

Recommendation: Motion to approve HCD's contract procedural process relative to authorization of Agreements/Contracts/HUD Forms related to HCD's federally funded programs for calendar year 2024.

Funds are available in the following accounts: Housing and Urban Development (HUD) Funds: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnership Grant (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and Continuum of Care (CoC) funds.

REVIEWED AND APPROVED BY:

Procurement

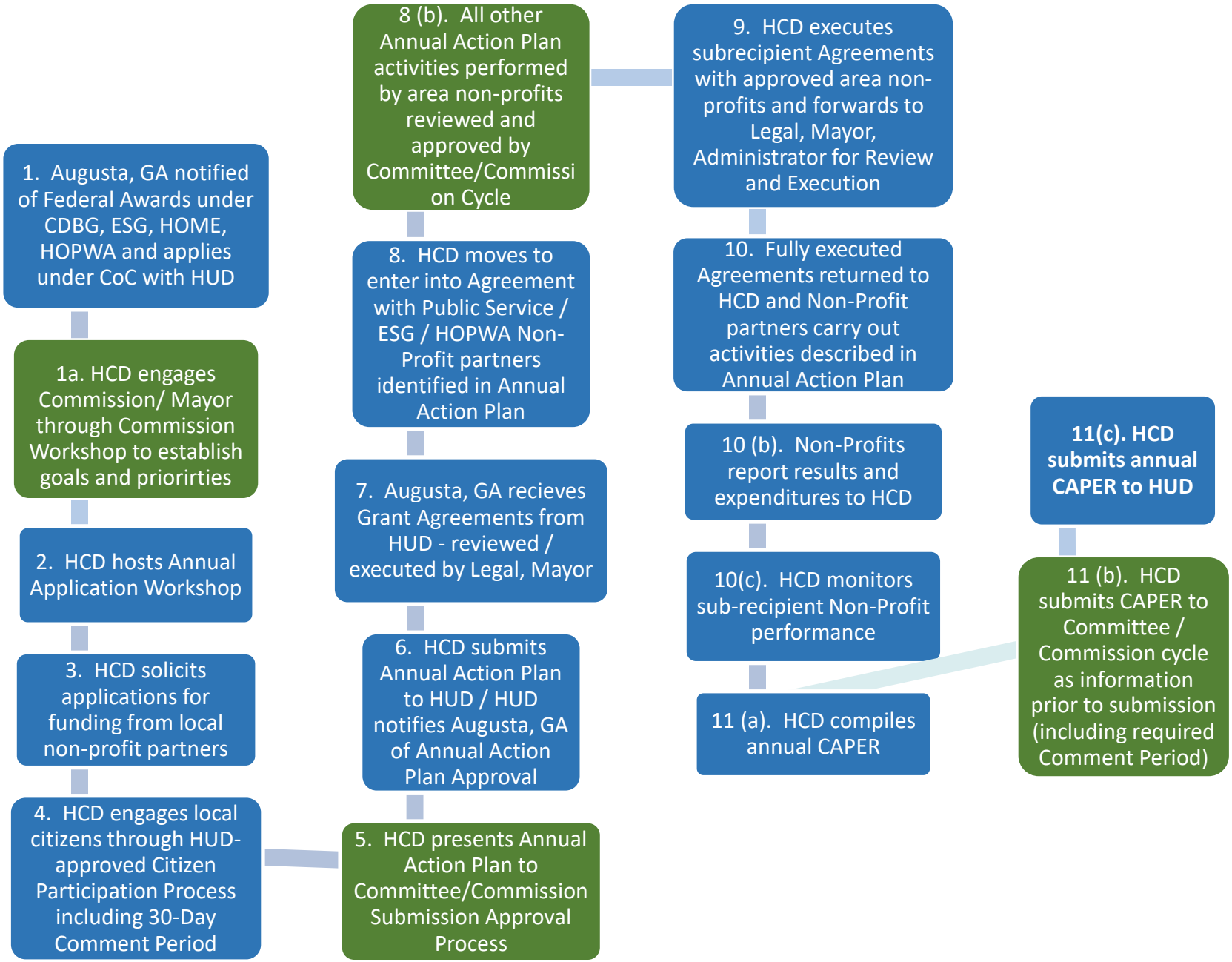
Finance

Law

Administrator

Clerk of Commission

HCD CONTRACT PROCEDURAL FLOW CHART – FEDERAL FUNDS



**Green* boxes denote Augusta Commission Action*

Commission Meeting

December 5, 2023

HCD_ LW/B Contract Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **approve** HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2024. **(Approved by Administrative Services Committee November 28, 2023**)

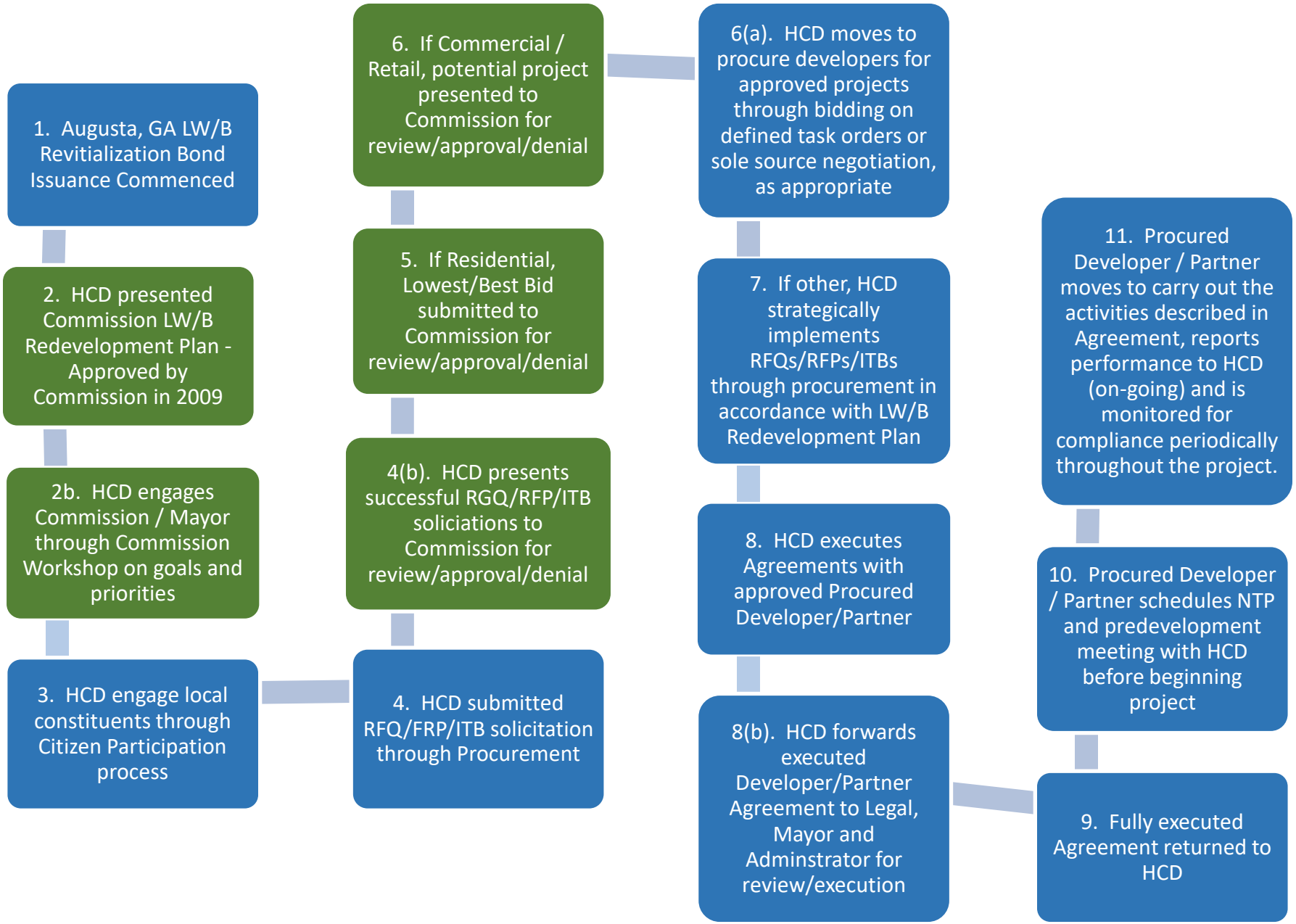
Background: In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and homebuyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. To date, HCD (via partnership) continues impactful community developmental activities in seven (7) developmental nodes with continued focus on a Community Economic Development strategy centered around housing, commercial, retail, job creation, and a wraparound supportive service network. To facilitate the execution of our agreements/contract process, we propose the utilization of our attached Agreement/Contract procedural process (see attached).

Analysis: The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged and aware of Housing and Community Development's (HCDs) progress and projects.

Approval of the proposed procedural process will enable continued redevelopment within the Laney Walker/Bethlehem neighborhoods.

Financial Impact:	Without Commission Approval of a LW/B Agreement / Contract proced process for Calendar Year 2024, HCD will be unable to move forward with necessary development initiatives containing partnership or contractual elements.
Alternatives:	Do not approve HCD's LW/B Agreement/Contract procedural process request for Calendar Year 2024.
Recommendation:	Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2024.
Funds are available in the following accounts:	Laney Walker/Bethlehem Revitalization Project Funds is the primary funding source.
REVIEWED AND APPROVED BY:	Procurement Finance Law Administrator Clerk of Commission

HCD LW/B CONTRACT PROCEDURAL PROCESS FLOW CHART



**Green* boxes denote ARC Commission Action*

Commission Meeting

December 5, 2023

HCD_ McKie Hayes Enterprise, LLC Funding Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to McKie Hayes Enterprise, LLC in becoming a developer for the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.**(Approved by Administrative Services Committee November 28, 2023**)

Background: Housing and Community Development is assisting Mckie Hayes Enterprise LLC by providing guidance and techniques of development via utilizing HOME funds. McKie Hayes Enterprise, LLC. is a new developer with interest in developing affordable housing in the Turpin Hills area. To kick-off this partnership, HCD is requesting to provide HOME funds to assist in constructing one single family unit:

McKie Hayes Enterprise is requesting:

- 1344 Swanee Quintet Blvd., Augusta, GA 30901: Funding Request: $97,641.00

The funding request is to assist (50% of total development costs) with the cost associated with the construction of one (1) single family affordable unit.

Analysis: Approval of the contract will allow the partnership to construct (1) single family unit in the Turpin Hills area to aid in the fight of blight.

Financial Impact: HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of $ 97,641.00 to assist in the construction of one single family affordable housing unit.

Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to McKie Hayes Enterprise, LLC in becoming a developer for the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212
REVIEWED AND APPROVED BY:	Procurement Finance Law Administrator Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

MCKIE HAYES ENTERPRISE, LLC

In the amount of

$ 97,641.00

Ninety-Seven Thousand Six Hundred Forty-One Dollars & 00/100

For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1344 Swanee Quintet Blvd. – Single Family"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2023 ("*the effective date*") by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as "*HCD*") – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called "*Augusta*"), and McKie Hayes Enterprise, LLC., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*MCKIE HAYES*") as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, McKie Hayes will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2023 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with McKie Hayes for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, McKie Hayes has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, McKie Hayes has requested, and Augusta has approved a total of $ 97,641.00 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

McKie Hayes agrees to utilize approved HOME funds to support project related costs associated with property located at 1344 Swanee Quintet Blvd., one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

i. *Perform new construction services for a single family unit.*
ii. *Will participate in bi-weekly construction meetings.*
iii. *Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations*
iv. *All projects are to posses the following components:*
    1. Evidence of additional financing resources "Leveraging"
    2. Evidence of Site Control
    3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying

education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.

4. If at the time of construction, there is no approved homebuyer, MCKIE HAYES must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by McKie Hayes for the purposes and objectives stated in Article I, Scope of Services, and Exhibit "A" of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed **$ 97,641.00** in a HOME funds shall be expended by McKie Hayes from Year 2021 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1344 Swanee Quintet Blvd. in the Turpin Hill Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees. Sales price will be determined by an as built appraisal as submitted by MCKIE HAYES. This unit will be constructed by McKie Hayes and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

i. 1344 Swanee Quintet Blvd., Augusta, Georgia 30909

Initial: _____

C. Program Location and Specific Goals to be Achieved

McKie Hayes shall conduct project development activities and related services in its project area known as Turpin Hille that incorporates the following boundaries: Wrightsboro Road on the North, Gordon Highway to the West, 15th Street on the South and Walton Way on the East and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by McKie Hayes will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, McKie Hayes shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. MCKIE HAYES will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

McKie Hayes will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. McKie Hayes will carry out this project with implementation oversight provided by HCD. McKie Hayes agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, McKie Hayes, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$97,641.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to McKie Hayes compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, McKie Hayes will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.

b. HCD will monitor the progress of the project and McKie Hayes performance on a weekly basis with regards to the production and overall effectiveness of the project.

c. McKie Hayes and contractor will participate in bi-weekly construction meetings as set by HCD.
d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs in the amount of $97,641.00 of this single project and seeks to provide McKie Hayes with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 97,641.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow MCKIE HAYES to retain 25% of sales proceeds to further future HOME development. (Example: 1344 Swanee Quintet Blvd. sales for $195,000; MCKIE HAYES retains $48,750.00 (25%) and pays HCD $ 48,891.00)

Initial: _____

C. Timetable for Completion of Project Activities

McKie Hayes shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, McKie Hayes will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

i. *McKie Hayes shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is $50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. McKie Hayes shall be paid a total consideration of no more than **$ 97,641.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of McKie Hayes It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and McKie Hayes

2. McKie Hayes shall adhere to the following budget in the performance of this contract:

Construction	**$**	**97,641.00**
TOTAL HOME PROJECT COST:	**$**	**97,641.00**

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the

HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and McKie Hayes (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to McKie Hayes or any contractor/subcontractor hereunder. All payments to McKie Hayes by Augusta will be made on a per performance request through the AIA Document.

B. McKie Hayes shall maintain a separate account and accounting process for HOME funding sources.

C. McKie Hayes shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to McKie Hayes compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

F. Requests by McKie Hayes for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

G. McKie Hayes shall maintain an adequate financial system and internal fiscal controls.

H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by McKie Hayes.

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

A. Augusta will be responsible for monitoring the reuse of the proceeds.

B. Any real property under McKie Hayes control that was acquired or improved in whole or in part with HOME funds in excess of $25,000 must either:

   a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or

   b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.

C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by McKie Hayes.

D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by McKie Hayes.

E. If McKie Hayes is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

McKie Hayes shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

a. Maximum acquisition prices [24 CFR 92.205A.2]

b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]

c. Combined affordability of assisted units
d. Income eligibility of assisted unites
e. Inspection of the homebuyer units to comply with HUD required Property Standards
f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
g. Environmental Review
h. Lead-based Paint Abatement
i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). McKie Hayes shall maintain records that document all clients served with HOME funds. In addition, McKie Hayes shall document each client's race, family size, annul household income, and whether or not the family is female-headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by McKie Hayes, shall provide the information and verification described above.

McKie Hayes shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply McKie Hayes with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

McKie Hayes shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

McKie Hayes shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, McKie Hayes shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of $300 or more per unit.

In connection with the expenditure of federal funds, McKie Hayes shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of McKie Entrprises's fiscal year. McKie Hayes is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. McKie Hayes shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: McKie Hayes' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). McKie Hayes agrees to comply with the Open Records Act should a request be submitted to it. Further, McKie Hayes agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

a. McKie Hayes will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings.

b. McKie Hayes will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.

c. The press, public, and the Grantee shall not be denied admittance to McKie Hayes' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.

d. McKie Hayes shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

McKie Hayes agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of McKie Hayes. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The McKie Hayes in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by the McKie Hayes. In such instances, McKie Hayes shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and McKie Hayes.

C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

McKie Hayes agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in McKie Hayes publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

McKie Hayes agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify McKie Hayes if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: McKie Hayes agrees that in instances in which there is construction work over $2,000 financed in whole or in part with HOME funds under this Contract, McKie Hayes will adhere to the Davis-Bacon Act (40 USC 276), as

amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

McKie Hayes agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), McKie Hayes agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

McKie Hayes agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

McKie Hayes agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. McKie Hayes will in all solicitations or advertisements for employees placed by or on behalf of

McKie Hayes; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

McKie Hayes agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, McKie Hayes agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

McKie Hayes agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, McKie Hayes agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by McKie Hayes for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if McKie Hayes fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means McKie Hayes shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

McKie Hayes shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. McKie Hayes agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

McKie Hayes shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

McKie Hayes agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

McKie Hayes will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. McKie Hayes will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or McKie Hayes social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. McKie Hayes agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. McKie Hayes agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

McKie Hayes and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

McKie Hayes will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. McKie Hayes will not discriminate against any person applying for shelter on the basis of religion. McKie Hayes will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if McKie Hayes has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, McKie Hayes shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is "new construction" by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

A. In the event McKie Hayes materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until McKie Hayes cures any breach of the contract. If McKie Hayes fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.

B. Notwithstanding the above, McKie Hayes shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to McKie Hayes for the purposes of set off until such time as the exact amount of damages is determined.

C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if McKie Hayes breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, McKie Hayes shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

McKie Hayes will receive all notices at the address indicated below:

McKie Hayes

5950 Bowdens Pond Road

Dearing, Georgia 30808

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

McKie Hayes will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, McKie Hayes specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

McKie Hayes shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, McKie Hayes shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least $100,000.00 covering all personnel of McKie Hayes handling or charged with the responsibility for handling funds and property pursuant to this contract. MCKIE HAYES shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least $1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, McKie Hayes shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by McKie Hayes hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements

whether oral or written. Augusta is not obligated to provide funding of any kind to McKie Hayes beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____ Date:_____

Augusta, GA Law Department

By: _____ Date: _____

Garnett L. Johnson
As its Mayor

By: _____ Date: _____

Takiyah A. Douse
As its Interim Administrator

By: _____ Date:_____

Hawthorne Welcher, Jr.
As its Director, HCD

SEAL

_____

Lena Bonner
As its Clerk

ATTEST: **McKie Hayes**

(Grantee)

BY:_____ _____

Its: _____ Date

_____ _____

Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

McKie Hayes shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *McKie Hayes shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *McKie Hayes shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.

3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.

5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

   §92.251(a)(2) incorporates or specifies additional standards:

   - Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
   - Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

   §92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

   - Review and approve written cost estimates, construction contracts, and construction documents.
   - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.

8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **$97,641.00** in Year 2023 HOME Investment Partnerships Funds to McKie Hayes. These funds will support new construction with the production of approximately one single-family affordable unit.

2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to McKie Hayes in accordance with the attached drawdown schedule and budget.

3. With HCD approval, McKie Hayes may use HOME funds under this contract for all the following purposes:

    a. To support development costs as outlined in Item 6 below.

4. Completion Delays, Remedies, and Penalties

    A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may

        1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.

        2. Assess liquidated damages of fifty dollars ($50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.

    B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

        1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.

        2. To any acts of the Owner that hinder the progress of the work.

        3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the

public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.

b. McKie Hayes will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.

c. McKie Hayes must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, McKie Hayes must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. McKie Hayes must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.

e. McKie Hayes must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT “B”

PROJECT SCHEDULE OF COMPLETION

MCKIE HAYES MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

Commission Meeting

December 5, 2023

2023 - Utilities-Construction – Mini Excavators - Bid 23-194

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin
Caption:	Motion to **approve** the purchase of two Mini Excavators from Vermeer Southern Sales for the Utilities Department - Construction & Maintenance Division at a total cost of $140,578. (Bid 23-194) **(Approved by Administrative Services Committee November 28, 2023**)
Background:	The Augusta Utilities Department-Construction & Maintenance Division requests the purchase of two new mini excavators. These excavators are versatile machines that are used for various tasks to include digging trenches, repairing sewer lines and drilling for posts.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for 2023/2024Mini Excavator. Invitations to bid were sent to 24 vendors and only 5 responsive bids were received. Vermeer Southeast of Buford, GA was the lowest compliant vendor and met all the necessary specifications for the desired equipment and included the standard request for the dual position bucket. The local vendor, GJ&L dba Border Equipment of Augusta, GA, was given the opportunity to schedule a demonstration via various communications and they failed to communicate in a timely manner. Bid #23-194: 2023/2024 Mini Excavator **Vermeer Southeast = $70,289**; J&B Tractor = $77,975; GJ&L dba Border Equipment = $77.260; Yancey Brothers = $91,579; Dobbs Equipment = $99,516
Financial Impact:	Utilities Department Funds (ACCT #506-04-3410/54-22510): $70,289.00
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of two Mini Excavators from Vermeer Southern Sales for the Utilities Department - Construction & Maintenance Division at a total cost of $140,578.
Funds are available in the following accounts:	Utilities Department Funds (ACCT #506-04-3410/54-22510)

REVIEWED AND APPROVED BY: N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, August 25, 2023 @ 11:00 a.m.** via ZOOM **Meeting ID: 815 0184 6334; Passcode: 391746** for furnishing:

Bid Item #23-194 2023/2024 Mini Excavator for Augusta, GA – Central Services Department

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422).**

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, August 11, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of ninety **(90)** days after bids have been opened, pending the execution of contract with the successful bidder.

***Invitation for bids and specifications*.** An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	July 20, 27, 2023 and August 3, 10, 2023
Metro Courier	July 20, 2023

Bid Opening:Bid Item #23-194 2023/2024 Mini Excavator
for Augusta, GA – Central Services Department-Fleet Management Division
Bid Date: Friday, August 25, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 296
Total Electronic Notifications (Demandstar): 4
Georgia Procuement Registry: 263
Total Packages Submitted: 5
Total Noncompliant: 0

Vendors	J & B Tractor 3585 Mike Padgett Hywy Augusta, GA 30906	GJ&L dba Border Equipment 2804 Wylds Road Augusta, GA 30909	Vermeer Southern Sales 2951 Peachtree Ind. Blvd. Buford, GA 30518	Yancy Brothers 4165 Mike Padgett Hwy. Augusta, GA 30906	Dobbs Equipment 1900 William Few Pkwy. Grovetown, GA 30813
Attachment "B"	Yes	Yes	Yes	Yes	Yes
E-Verify Number	515905	705362	111350	146813	339942
SAVE Form	Yes	Yes	Yes	Yes	Yes
2023/2024 Mini Excavator					
Year	2025	2024	2023	2023	2023
Make	Kubota	CASE	Yanmar	Caterpillar	Deere
Model	KX040-4	CX42D	SV40	305CR	50P
Total Price	$58,500.00	$69,980.00	$70,289.00 included fire extingusher, beacon light and asphalt breaker.	$84,990.00	$86,861.00
Appox Delivery Date	60-90 days	within 90 days	within 30 days	10/1/23 - 10/6/23	120 days
6.00 Specialty Items					
6.01 Keys	Included	0.00	Included		0.00
6.02 Fire Extinguisher	Included	0.00	$150.00		0.00
6.03 Manuals	700.00 Electron	0.00	Included		0.00
6.04 Initial Operator Familarization Training	Included	0.00	Included		0.00
7.0 Manufacturer Options					
7.01 Asphalt Breker Attachment	$18,500.00	$7,280.00	$12,359.00	$6,589.00	$12,655.00
7.02 Beacon Light	$275.00	$0.00	$200.00		$0.00
Exceptions	Yes		Yes		

Augusta GEORGIA

Local Vendor Option - Bid Item #23-197 2023/2024 Mini Excavator for Augusta, GA - Central Services Department
Fleet Maintenance Division
Bid Due: Friday, August 25, 2023 @ 11:00 a.m.

Vendors	GJ&L dba Border Equipment 2804 Wylds Road Augusta, GA 30909	Non-local Vendor	Decline or Accept	
Specifications	**Bid Price**	**Bid Price**	**Yes**	**No**
Specialty Items				
6.01 Keys	$0.00	$0.00		
6.02 Fire Extinguisher	$0.00	$150.00		
6.03 Manuals	$0.00	Included		
6.04 Initial Operator Familarization Training	$0.00	Included		
Manufacturer Options				
7.01 Asphalt Breaker Attachment	$7,280.00	$12,359.00		
7.02 Beacon Light	$0.00	$200.00		
Total for Mini Excavator	$69,980.00	$70,289.00 price includes, fire extinguisher, beacon light, and asphalt breaker		
Grand Total	$77,260.00	$70,289.00		

C Ayers 10/4/23

Please indicate if you wish to match the bid of the lowest non-local bidder by selecting the appropriate box to the right of the grand total amount. Please sign, date and return this form no later than Friday, October 6, 2023 no later than 3:00 p.m.

Augusta GEORGIA

Central Services Department

Ron Lampkin, Interim Director
Laquona Sanderson, Fleet Manager
2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

SEP 22 '23 PM 1:55

MEMORANDUM

TO: **Geri Sams, Director, Procurement Department**

FROM: **Ron Lampkin, Interim Director, Central Services Department**

DATE: **September 18, 2023**

SUBJECT: **Recommendation for Bid #23-194 – 2023/2024 Mini Excavator**

Fleet Management would like to recommend the award of bid # 23-194 to Vermeer Southern Sales of Buford, GA. The vendor's proposal met the requirements of the bid, provided all the accessories/options requested and was the best and lowest price for the equipment requested.

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or if you have any questions regarding this recommendation, please contact the Fleet Management Office at 706-821-2892.

RL/kb

Augusta GEORGIA

Bid Opening:Bid Item #23-194 2023/2024 Mini Excavator
for Augusta, GA – Central Services Department-Fleet Management Division
Bid Date: Friday, August 25, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 296
Total Electronic Notifications (Demandstar): 4
Georgia Procuement Registry: 263
Total Packages Submitted: 5
Total Noncompliant: 0

Vendors	J & B Tractor 3585 Mike Padgett Hywy Augusta, GA 30906	GJ&L dba Border Equipment 2804 Wylds Road Augusta, GA 30909	Vermeer Southern Sales 2951 Peachtree Ind. Blvd. Buford, GA 30518	Yancy Brothers 4165 Mike Padgett Hwy. Augusta, GA 30906	Dobbs Equipment 1900 William Few Pkwy. Grovetown, GA 30813
Attachment "B"	Yes	Yes	Yes	Yes	Yes
E-Verify Number	515905	705362	111350	146813	339942
SAVE Form	Yes	Yes	Yes	Yes	Yes
2023/2024 Mini Excavator					
Year	2025	2024	2023	2023	2023
Make	Kubota	CASE	Yanmar	Caterpillar	Deere
Model	KX040-4	CX42D	SV40	305CR	50P
Total Price	$58,500.00	$69,980.00	$70,289.00 Included fire extingusher, beacon light and asphalt breaker.	$84,990.00	$86,861.00
Appox Delivery Date	60-90 days	within 90 days	within 30 days	10/1/23 - 10/6/23	120 days
6.00 Specialty Items					
6.01 Keys	Included	0.00	Included		0.00
6.02 Fire Extinguisher	Included	0.00	$150.00		0.00
6.03 Manuals	700.00 Electron	0.00	Included		0.00
6.04 Initial Operator Familiarization Training	Included	0.00	Included		0.00
7.0 Manufacturer Options					
7.01 Asphalt Breker Attachment	$18,500.00	$7,280.00	$12,359.00	$6,589.00	$12,655.00
7.02 Beacon Light	$275.00	$0.00	$200.00		$0.00
Exceptions	Yes		Yes		

FOR ALL DEPARTMENTS-2023/2024 MINI EXCAVATOR - BID OPENING 08/25/23 @ 11:00am					
23-194	J&B Tractor	GJ&L dba Border Equip	Vermeer Southern Sales	Yancey Brothers	Dobbs Equipment
Year:	2025	2024	2023	2023	2023
Make:	Kubota	Case	Yanmar	Caterpillar	Deere
Model:	KX040-4	CX42D	SV40	305CR	50P
DELIVERY:	60-90 Days	90 Days	30 Days	10/1/23 - 10/6/23	120 Days
Total Price with all Options	$77,975.00	$77,260.00	$70,289.00	$91,579.00	$99,516.00
Price of Mini Excavator	$58,500.00	$69,980.00	$57,580.00		INCLUDED
6.01 Keys	INCLUDED	INCLUDED	INCLUDED		INCLUDED
6.02 Fire Extinguisher	INCLUDED	INCLUDED	$150.00		INCLUDED
6.03 Manuals	$ 700.00	INCLUDED	INCLUDED		INCLUDED
6.04 Initial Operator Familiarization Training	INCLUDED	INCLUDED	INCLUDED		INCLUDED
7.01 Asphalt Breaker Attachment	$8,900.00	$7,280.00	$12,359.00	$6,589.00	$12,655.00
7.02 Beacon Light ROPS Mounted	$125.00	INCLUDED	$200.00		$0.00

YANCEY BROS/CATERPILLAR
4165 MIKE PADGETT HWY
AUGUSTA, GA 30906

TEC-TRACTOR EQUIPMENT COMPANY
3809 MIKE PADGETT HWY
AUGUSTA, GA 30906

H & E EQUIPMENT SERVICES
4425 BLUFF ROAD
COLUMBIA, SC 29209

ASC CONSTRUCTION EQUIP
2303 AIRPORT BOULEVARD
CAYCE, SC 29033

HERTZ EQUIPMENT RENTAL
2017 RAWLEY ROAD
AUGUSTA, GA 30906

BORDER EQUIPMENT
2804 WYLDS ROAD
AUGUSTA, GA 30909

WADE TRACTOR & EQUIPMENT CO.
1218 ENTERPRISE WAY
GRIFFIN, GA 30224

DITCH WITCH OF GEORGIA
5430 GA HIGHWAY 85
FOREST PARK, GA 30297

LOW COUNTRY MACHINERY
1008 EAST HIGHWAY 80
POOLER, GA 31322

UNITED RENTAL
2425 MIKE PADGETT HWY
AUGUSTA, GA 30906

U. S. EQUIPMENT, INC
4318 WHEELER ROAD
MARTINEZ, GA 30907

TRACTOR & EQUIPMENT COMPANY
3809 OLD SAVANNAH ROAD
AUGUSTA, GA 30809

J & B TRACTOR COMPANY
3585 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

PALMER EQUIPMENT COMPANY
HWY 78 NORTH BYPASS
P.O. BOX 1125
WASHINGTON, GA 30673

NEFF EQUIPMENT COMPANY
2325 TUBMAN HOME ROAD
AUGUSTA, GA 30906

RENTAL SERVICE CORP
3521 MIKE PADGETT HWY
AUGUSTA,GA 30901

SUNBELT EQUIPMENT CO.
2530 PEACH ORCHARD ROAD
AUGUSTA, GA 30906

JENKINS TRACTOR COMPANY
3585 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

CONTRACTOR EQUIPMENT SALES
4109 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

LINDER INDUSTRIAL MACHINERY
3109 CHARLESTON HIGHWAY
WEST COLUMBIA, SC 29172

VERMEER
1320 GRESHAM ROAD
MARIETTA, GA 30062

FLINT CONSTRUCTION & FORESTRY
1900 WILLIAM FEW PARKWAY
GROVETOWN, GA 30813

AG-PRO
1377 DOGWOOD DRIVE, SW
CONYERS, GA 30012

BLANCHARD EQUIPMENT CO
4266 BELAIR FRONTAGE RD
AUGUSTA, GA 30909

BID ITEM #23-194
2023/2024 MINI EXCAVATOR
For Central Svcs - Fleet
MAILED 7/20/23

BID ITEM #23-194
2023/2024 MINI EXCAVATOR
FOR CENTRAL SERVICES-FLEET
BID DUE: FRI., 8/25/23 @ 11:00 A.M.

INC 2023-07-21			
WALKER RHODES TRACTOR COMPANY INC 2023-07-21	smorton100@gmail.com MORTON, SAM		
WALKER RHODES TRACTOR COMPANY INC 2023-07-21	wrtc@walkerrhodestractor.com RHODES, FOSTER		
WALLACE TRUCK & EQUIPMENT SALE 2023-07-21	tammy@wallaceequip.com WALLACETRUCK, WALLACETRUCK	N	NOM
WAYNE EVANS AUCTION CO INC 2023-07-21	grace@weaci.com WAYNEEVANS, WAYNEEVANS	N	NOM
WILMAC INC 2023-07-21	wilmacinc@bellsouth.net WILMACINC, WILMACINC	Y	AFA
WILSONS TRACTORS & EQUIPMENT INC 2023-07-21	kim@wilsonstractors.com KIMBERLY08, KIMBERLY08	N	NOM
Wear Parts & Equipment Co., Inc. 2023-07-21	ian@wearpartsco.com Healy, Ian	N	NOM
Work Horse Temps LLC 2023-07-21	kyoung@workhorsetemps.com Young, Kelvin	N	NOM

ETHNIC GROUP	COUNT
African American	7
Asian American	3
Native American	3
Hispanic/Latino	1
Pacific Island/American	1
Non Minority	109
Not Classified	0
Total Number of Vendors	124
Total Number of Contacts	263

Planholders

Add Supplier | Export To Excel

Supplier (3)

Supplier	Download Date
Dobbs Equipment	08/16/2023
Dodge Data	07/22/2023
Onvia, Inc. - Content Department	07/21/2023

Add Supplier

Supplier Details

Supplier Name	Dobbs Equipment
Contact Name	Richard Elliott
Address	1900 William Few Parkway , Grovetown, GA 30813
Email	richard.elliott@dobbsequipment.com
Phone Number	706-564-8958

Remove

Documents

Filename	Type	Action
23-194_ITB	Bid Document / Specifications	View History

Commission Meeting

December 5, 2023

HCD_ Laney Walker/Bethlehem partnership with T.D. Jakes MOU Approval Request

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Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **approve** Housing and Community Development Department's (HCD's) request to enter into a MOU with TDJM, TDJREV, and TDJF, for potential development of a healthy food establishment in Laney Walker/Bethlehem. **(Approved by Administrative Services Committee November 28, 2023**)

Background: Established in 1996, T.D Jakes Real Estate Ventures, LLC is aimed at solving sociological issues for entrepreneurship, mentorship, academic progress, and entertainment that spawns job creation by building bridges and alliances that build equality and deliver solutions for underrepresented and underserved communities.

The company recently launched a comprehensive, community development platform to create 21st century solutions to address certain fundamental needs of the community while also addressing the physical needs of the community through investment and development, increasing access to housing, and improved commercial delivery systems and services.

Therefore, based on this LLC's mission and mindset, we believe it best to work through collaboration specific to creating a strategy and approach that will rid this historic area of the current foot desert through hopefully the development of a healthy food establishment. This MOU serves as the right instrument to further conversations of such.

Analysis: The approval of the contract will allow for pre-development activities on this site to begin.

Financial Impact: This is not a construction contract. There is a $0 financial impact.

Alternatives:	Deny HCDs Request
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to enter into a MOU with TDJM, TDJREV, and TDJF, for potential development of a healthy food establishment in Laney Walker/Bethlehem.
Funds are available in the following accounts:	Not Applicable
REVIEWED AND APPROVED BY:	Procurement
	Finance
	Law
	Administrator
	Clerk of Commission

Memorandum of Understanding

BETWEEN
AUGUSTA, GEORIGA
C/O
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

T. D. JAKES MINISTRIES, INC.

This Memorandum of Understanding (MOU) is entered into agreement on the __ day of _____, 2023.

The parties involved in this agreement are:

1. Augusta, Georgia, (AUG) c/o the Housing and Community Development Department (HCD), 510 Fenwick Street, Augusta, Georgia, 30901;
2. T.D. Jakes Ministries Inc., (TDJM), P.O. Box 5390, Dallas, TX 75208, c/o T.D. Jakes Real Estate Ventures, LLC (TDJREV) & T.D. Jakes Foundation, LLC (TDJF);

HCD, TDJM, are hereinafter referred to individually as "**Party**" and collectively as "**Parties**".

A) AUG a political subdivision of the State of Georgia,
   a. HCD its successor, through the AUG Commission a department
B) TDJM is a multifaceted faith based nonprofit organization, deeply rooted in local and global communities.
   a. TDJREV a subsidiary of TDJM, aimed to solve local and global fundamental issues and challenges facing underserved communities with the objective of developing sustainable and thriving communities.
   b. TDJF, a subsidiary of TDJM, is committed to creating pathways of opportunity for underprivileged communities both in the United States and worldwide.

NOW, THEREFORE, in recognition of their common interests and objectives, and to supplement and strengthen the existing understandings amongst the Parties with respect to cooperation in the sector of transport, the Parties confirm their mutual understanding on the following:

PART I. STRUCTURE OF THE INITIATIVE

This local initiative will be known as the Laney Walker / Bethlehem Redevelopment Project. Initiative (the "Initiative"). The greater Initiative is designed to facilitate the development of a Grocer / Market / Wellness Center located within the Laney Walker & Bethlehem communities; in Partnership TDJREV. Augusta, GA has concluded that it is beneficial to act as a team for the purpose of increasing healthier food option and eliminate food insecurity, within the Laney Walker & Bethlehem communities.

PART II. PURPOSE OF INITIATIVE

The initiative is full of potential for growth and development. This Memorandum of Understanding's vital purpose:

2.1.1 To mutually seek funding opportunities to support all efforts expressed in this MOU.
2.1.2 To express a desire of the Parties for cooperation and is not intended to impose any legal obligation of any nature on either Party.

PART III. SCOPE OF COLLABORATION

Within the context of their respective mandates, objectives and procedures, the Parties shall cooperate in the following areas:

(a) Identifying and addressing jointly financial and logistics issues of priority;
(b) Developing and implementing, as appropriate, joint programs and projects in mutually identified.
(c) Participate in Augusta Georgia Commission meetings, assist with the organizing community meetings, workshops, and events jointly;
(d) Promote the Partner's programs, services, initiatives, etc., via the website, social media, newspaper ads, etc.

PART IV. OBJECTIVES

Cooperation and partnership between the Parties under this MOU is based on the overarching mutual recognition of:

(a) The need for long-term approach to inclusive and sustainable development;
(b) The need for encouraging full participation of all stakeholders; and
(c) The need for designing, implementing, and maintaining result-oriented development of projects and services.

PART V. FOCUS OF JOINT ACTIVITIES

The goal of the Initiative is to continue TDJREV supportive service partner and as an investor/developer partnership which will:

(a) Foster comprehensive development, in partnership, and the promotion of Grocer / Market /Wellness Center, etc.;
(b) Increase affordable food options in LW/B through approved participating lenders and use of financing assistance offered through the LW/B bonds funds, various HUD programs and TDJREV, where applicable;
(c) Foster the use of architecturally compatible building design that captures the character and history of the LW/B communities, utilizing the LW/B Pattern Book as a basis;
(d) Increase food security by providing closer and healthier food options;
(e) Conduct outreach activities within the community by implementation of the wellness center, by providing ongoing supportive (wraparound) services;
(f) Build a model of partnership that can be replicated in other communities;
(g) Building community economic development that encourages economic opportunities while improving social conditions in a sustainable way; And,
(h) Effectively tackle local issues sustainably and create tangible results for communities in need.

PART VI. RESPONSIBILITIES OF THE PARTIES

The parties will have the following responsibilities:

Investor/Developer Partner

(a) HCD to work with TDJREV, to develop Grocer / Market/ Wellness Center.
(b) HCD to work with TDJREV to identify conceptual plans for the property.
(c) HCD to work with TDJREV a dual-party deal structure (land infusion, construction split, down payment, etc.)
(d) HCD and TDJREV to identify financial sources (Augusta, CBDG, Bank, Investors, Donors, etc.)
(e) HCD and TDJREV to utilize private partner funds for the development of the Grocer /Market

/ Wellness Center

PART VII. PUBLIC RELATIONS

The parties agree that initially, and throughout the term of this MOU, marketing and public announcements relative to Initiative activities be coordinated among and approved by all parties: HCD, TDJREV prior to public release.

PART VIII. EXCHANGE OF INFORMATON

The parties agree that appropriate representation is important to emphasize their common interests, purpose and intentions in substantive terms. The Parties therefore intend to invite each other where the appropriate, to meeting conference seminars and workshops to cooperation in the priority areas set out in this MOU.

PART IX. RELATIONSHIP OF PARTIES

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner. This is not a contract.

PART X. TERM; EARLY TERMINATION

The term of the MOU is twelve (12) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90-day notice.

PART XI. ADMINISTARTIVE REPORTS

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

PART XII. ADDITIONAL PROVISIONS

HCD, and TDJREV, shall each identify a primary contact and an alternative contact.

PART XIII. ACKNOWLEDGEMENTS

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.

In Witness Whereof, the parties have set their hands and seals as of the date first written above.

DRAFT

SEE SIGNATURE PAGE (PAGE 5 OF 5)

DRAFT

PART XII. SIGNATURE PAGE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Augusta, Georgia

Attest: **Augusta, Georgia**

By: _____ Date: _____
Garnett L. Johnson
As Mayor

By: _____ Date: _____
Takiyah A. Douse
As Interim City Administrator

By: _____ Date: _____
Hawthorne Welcher, Jr.
As Director, HCD

Approved as to Form by: _____ Date: _____
Augusta, GA Law Department

SEAL

_____
Lena Bonner
As its Clerk of Commission

T.D Jakes Real Estate Ventures, LLC (TDJREV)

By: _____ Date: _____

Name: _____

Title: _____

_____

Draft

Commission Meeting

December 5, 2023

AO Eisenhower Lease Amendment

Department:	Administrator's Office
Presenter:	Takiyah A. Douse
Caption:	Motion to **approve** amendment to lease agreement between Augusta, GA and Augusta National regarding the property located at 1420 Eisenhower Drive, Augusta, GA. **(Approved by Administrative Services Committee November 28, 2023**)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve amendment to lease agreement between Augusta, GA and Augusta National regarding the property located at 1420 Eisenhower Drive, Augusta, GA.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AMENDMENT TO EISENHOWER PARKING LOT LEASE AGREEMENT

This AMENDMENT TO PARKING LOT LEASE AGREEMENT (the "Amendment") is made this ___ day of _____, 2023 (the "Effective Date"), by and between Augusta, Georgia, a political subdivision of the State of Georgia (the "Lessor") and Augusta National, Inc., a domestic profit corporation with the business address of 2604 Washington Road, Augusta, Georgia (the "Lessee"). Lessor and Lessee are each individually also referred to as a "Party" and collectively, as the "Parties."

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Eisenhower Parking Lot Lease Agreement date October 10, 2023 (the "Lease") to lease the Parking Lot ("Premises") located at Eisenhower Park as a parking facility during the Term of said Lease.

WHEREAS, the Parties desire to amend the amount of the rental payment to conform to the amounts that were mutually agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants of Lessor and Lessee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Lease.

2. Section 3, Rental, is hereby deleted in its entirety and replaced with the following:

3. Rental: Lessee shall pay to Lessor during the term according to the following schedule:

Year 1 (2024): Ten Thousand Dollars ($10,000.00)

Year 2 (2025): Ten Thousand and Three Hundred Dollars ($10,300.00)

Year 3 (2026): Ten Thousand Six Hundred and Nine Dollars ($10,609.00)

Optional Year 1 (2027): Ten Thousand Nine Hundred Twenty-Seven Dollars and Twenty Seven Cents ($10,927.27)

Optional Year 2 (2028): Eleven Thousand Two Hundred Fifty-Five Dollars and Nine Cents ($11,255.09)

The lease payment shall be payable at least thirty (30) days in advance of the first day of the Lease term. Lessor agrees to provide a receipt to Lessee for payment received. Lessor shall

provide Lessee with a receipt evidencing such payment. The terms of this Lease supersede any and all provisions of the Georgia Prompt Pay Act.

3. All other terms and conditions of the Lease that are not modified by this Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the Effective Date.

LESSOR:	**LESSEE:**
AUGUSTA, GEORGIA	**AUGUSTA NATIONAL,INC.**
By:_____	By:_____
Name: Garnett L. Johnson	Name:
Title: Mayor	Title:

Attest:_____
Lena J. Bonner, Clerk of Commission

Commission Meeting

December 5, 2023

AO FY24 State Legislative Priorities

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to **approve** proposed priorities for FY24 State Legislative Session. **(Approved by Administrative Services Committee November 28, 2023)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve proposed priorities for FY24 State Legislative Session.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse
Interim Administrator

Date: November 20, 2023

To: Mayor Garnett Johnson
Mayor Pro Tem Brandon Garrett
Commissioner Jordan Johnson
Commissioner Stacy Pulliam
Commissioner Catherine Smith McKnight
Commissioner Alvin Mason
Commissioner Bobby Williams
Commissioner Tony Lewis
Commissioner Sean Frantom
Commissioner Francine Scott
Commissioner Wayne Guilfoyle

From: Takiyah A. Douse, Interim Administrator

Subject: FY2024 Proposed State Legislative Priorities

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1. Emergency Medical Services (EMS) Funding (ACCG Priority)
Background: Augusta currently provides the DPH designated EMS zone provider, Central EMS, an annual subsidy, which includes a 3% escalation. As EMS costs continue to rise across the nation, the burden on local county general fund subsidies does the same. These challenges are compounded by EMS workforce shortages, stagnant Medicaid reimbursement rates and increased inflation. Augusta supports ACCG by encouraging the Governor and General Assembly to adjust the current Medicaid funding mechanism for EMS by 1) allowing the first 10 miles of ambulance transport to be eligible for Medicaid reimbursement and 2) Increasing the EMS Medicaid rate to the rural and urban Medicare rate.

2. Increase 911 Fees
Background: Current 911 emergency fees for wireless, wireline and prepaid services are $1.50. Today's fees are as a result of a wireless increase in 2010 and a pre-paid increase.

3. Increase Felon Inmate State Per Diem (2023 Priority)
Background: Increase the current $22 Inmate State Per Diem rate to offset increased operational and medical costs associated with inmate housing. Augusta urges the governor and the Legislature to take full responsibility for state prisoners who are housed in local jails and correctional institutions by increasing the per Diem rate for housing. Augusta's cost to house inmates is $55.50 per day, with 232 as of today's date.

4. Utilize SPLOST Funding for Maintenance
Background: SPLOST funds are beneficial when constructing new facilities, yet may create a financial hardship when maintenance needs far exceed budgetary limits. Allowable expenses

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse
Interim Administrator

such as maintenance agreements and equipment warranties would help offset costs incurred with new facilities.

5. Service Delivery Strategy (SDS) and LOST Negotiations (ACCG Priority)
Background: Support ACCG and the current State SDS Study Subcommittee in efforts to reduce conflicts. Counties and cities oftentimes face challenges when negotiating local service delivery strategies and Local Option Sales Tax splits. Amending House Bill 489, known as the Service Delivery Strategy Act, and its implementation in 1999 will improve the resolution process for all stakeholders.

6. Taxpayer Bill of Rights Simplified
Background: Clarification surrounding the notice prescribed by the Taxpayer Bill of Rights to better describe the changes to the digest is suggested. The document is designed to notify the public that the overall digest has increased in value. However, the wording of the notice fails to differentiate the difference between increased millage rates and increased assessed value. Furthermore, it inadequately explains that an overall increase in assessed values.

7. Homeless Eradication and Mental Health Awareness (ACCG Priority)
Background: Augusta's Point in Time Count shows an increase in homelessness. Many experiencing homelessness have high rates of chronic and co-occurring health conditions, mental and substance use disorders. Expanding the availability of Behavioral Health Crisis Centers (BHCC) and Crisis Stabilization Units across the state, among other recommendations, will aid our homeless population of persons struggling with Mental Health issues. Developing adequate support housing for our homeless population, with wrap around support services, will prove beneficial to decreasing and our homelessness issues.

Administrative Services

Meeting Date: 11/28/2023

Misdemeanor Probation Supervision Services

Department:

Presenter: State Court

Caption: Motion to **approve** the award of Misdemeanor Probation Supervision Services to CSRA Probations Services for three (3) years with the option to extend for 2 additional one year terms. (RFP 24-180).

Background: It is the agreement of All Parties to re-advertise Misdemeanor Probation Supervision Services for future probation services. The services were let via an RFP for the supervision services for the misdemeanor probation services. Advertisement began on will begin in 2022 and a new contract should be acquired to begin in 2023.

Analysis: One vendor responded CSRA Probation Services. The vendor package was evaluated and deemed to be acceptable to provide the services. CSRA Probation Services has held the contract for the last five (5) years. They are under new management and through the evaluation process was deemed as being a viable candidate to continue providing the services for the state court pending execution of the contract.

Financial Impact: Fines and Fees collected through CSRA Probation Services on behalf of Richmond County are remitted to the Clerk of Court's Office for distribution to the appropriate agencies.

Alternatives: none

Recommendation: Approve the award to CSRA Probation Services.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

CSRA - Augusta
Payment Distribution Percentage

CSRA - Augusta (All Courts and Service Levels)

Year	CSRA Fees	%	Court Fines/Costs/Fees	%	TOTAL
2023	$948,172.00	49%	$981,189.00	51%	$1,929,361.49
2022	$1,138,832.00	50%	$1,157,989.00	50%	$2,296,821.50
2021	$1,128,967.00	49%	$1,167,854.00	51%	$2,296,821.49

CSRA - Augusta (Richmond County State Court) **2023**

Court	CSRA Fees	%	Court Fines/Costs/Fees	%	TOTAL
GA306	$441,226.00	36%	$788,385.00	64%	$1,229,611.36
GA312	$1,168.00	96%	$45.00	4%	$1,213.96
GA307	$63,003.00	34%	$123,292.00	66%	$186,295.34
Total	$505,397.00	36%	$911,722.00	64%	$1,417,120.66

CSRA - Augusta (Richmond County State Court) **2022**

Court	CSRA Fees	%	Court Fines/Costs/Fees	%	TOTAL
GA306	$514,723.00	37%	$865,752.00	63%	$1,380,475.37
GA312	$7,365.00	96%	$319.00	4%	$7,684.96
GA307	$58,447.00	33%	$119,694.00	67%	$178,141.33
Total	$580,535.00	37%	$985,765.00	63%	$1,566,301.66

CSRA - Augusta (Richmond County State Court) **2021**

Court	CSRA Fees	%	Court Fines/Costs/Fees	%	TOTAL
GA306	$579,153.00	33%	$1,154,844.00	67%	$1,733,997.33
GA312	$54,930.00	93%	$3,847.00	7%	$58,777.93
GA307	$46,626.00	32%	$97,629.00	68%	$144,255.32
Total	$680,709.00	35%	$1,256,320.00	65%	$1,937,030.58

GA306 Richmond County State Court
GA312 Richmond Co State EM
GA307 Richmond Co State Pre-Trial

CSRA PROBATION SERVICES, INC.

COST PROPOSAL
RFP # 24-180

MISDEMEANOR PROBATION SUPERVISON SERVICES FOR THE AUGUSTA, GEORGIA STATE COURT

SEPTEMBER 26, 2023 11:00 a.m.

Augusta GEORGIA

AUGUSTA, GEORGIA DEPARTMENT OF PROCUREMENT
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Presented by:
CSRA PROBATION SERVICES, INC.
802-D Oakhurst Drive
Evans, Georgia 30809
706.210.7071
www.csraprobation.com

Section 10 – Cost

The Cost Proposal shall be provided in a separate sealed envelope included in your proposal. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 – Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

We offer our services at no cost to the court and government entity. Service fees are directly paid by the sentenced probationer to CSRA with no cost incurred by the Court for any of the services listed in our proposal. The court order directs the probationer to pay a monthly supervision fee to CSRA in an amount approved by the Court and specified in the contract. A probationer is never charged more than the contract amount and is never charged the supervision fee in advance.

Section 2 – Completed Cost Proposal Forms

The Proposer is required to complete the Cost Proposer Forms provided (Exhibit 2).

Per instructions provided within RFP 24-180, we have provided our Cost Proposal, including the fully executed Fee Schedule Exhibit 2.

- Wage Rates for CSRA – Augusta office

Employee Classification	***Salary Range per year***
Manager/Supervision	$35,000 to $55,000
Probation Officer / Case Manager	$30,000 to $35,000
Court Service Officer	$24,000 to $28,000
Accounting / Administration	$20,000 to $25,000

EXHIBIT 2

MISDEMEANOR PROBATION SUPERVISION SERVICES
REQUESTED FEE SCHEDULE

Respondents must provide cost for each of the service descriptions items listed below to be considered for evaluation for an award. Failure to do so will deem your response "Non-Responsive and Non-responsible." **Fee structure collected from the probationer is the only compensation that will be allowed to the vendor. No additional compensation will be provided.**

Item No.	SERVICE DESCRIPTION	UNIT OF MEASURE	COST OF SERVICE	EXTENDED COST
1	Standard Probation Supervision	Per month	$ 41.00	$ 492.00 12 months
2	Intensive Probation Supervision	Per month	$ 41.00	$ 492.00 12 months
3	Community Service Work Coordination	Per hour	$ N/A	N/A
4	Community Service Work Coordination/Supervision	Per hour	$ N/A	N/A
5	Substance Abuse Detection Screens (Drug Screens)	Per drug screen	$ 20.00 6 panel	$ 20.00
6	Electronic Monitoring	Per day	$ 10.00 GPS	$ 300.00 30 days
7	Remote Alcohol Monitoring	Per day	$ 6.00	$ 180.00 30 days
8	Domestic Violence Counseling	Per Session	$ N/A	N/A
9	Anger Management	Per Session	$ N/A	N/A
10	Substance Abuse Treatment Assessment	Per Assessment	$ N/A	N/A
11	Job Placement	Per Session	$ 0.00	$ 0.00
12	Financial Responsibility	Per Session	$ 60.00	$ 60.00
13	Client Training Materials for	Per Book	$ N/A	N/A
14	Pretrial Diversion	Per Month	$ 41.00	$ 492.00 12 months
15	Bond Supervision	Per Month	$ 41.00	$ 492.00 12 months

FEE Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP: 24-180 Misdemeanor Probation Supervision Services

EXHIBIT 2 (Cont.)
MISDEMEANOR PROBATION SUPERVISION SERVICES FEE SCHEDULE

Please provide any additional services that may be offered along with the costs associated with each service. Only the above listed items will be considered during the initial evaluation for an award. All additional Services will only be considered if an award is me.

Service Description	UNIT OF MEASURE	COST OF SERVICE	EXTENDED COST
Pay Only Supervision	Per month	$ 41.00	$ 123.00 for max of 3 months
ACCI LikeSkills Workbooks	Per course	$ 60.00	$ 60.00
Administrative Fine Collection Program	% of amount collected	35% of monies collected	
Substance Abuse Lab Confirmation Screen	Per confirmation screen	$ 25.00	$ 25.00
Alcohol Test (EtG)	Per test	$ 20.00	$ 20.00
Outreach Smartphone GPS Monitoring	Per day	$ 6.00	$ 180.00 for 30 days
SCRAM Transdermal Alcohol Monitoring	Per day	$ 10.00	$ 300.00 for 30 days

SUBMITTED BY:

NAME: GINNY KENT, CEO

COMPANY: CSRA PROBATION SERVICES, INC.

ADDRESS: 802-D OAKHURST DRIVE

CITY/STATE: EVANS, GEORGIA 30809

TELEPHONE NO. 706-210-7071 **FAX NO.** 706-210-7076

EMAIL: gkent@csraprobation.com

FEE Proposal shall be submitted in a separate sealed envelope
with the following information on the outside of it:
RFP: 24-180 Misdemeanor Probation Supervision Services

DEPARTMENT OF COMMUNITY SUPERVISION
3439 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

CENTRAL SAVANNAH RIVER AREA PROBATION SERVICES
9 DUNWOODY PARK, SUITE 116
DUNWOODY, GA 30338

MIDDLE GEORGIA PROBATION, LLC
114 EAST JOHNSON STREET
DUBLIN, GA 31021

CLIENT MANAGEMENT SYSTEMS
4210 COLUMBIA RD
AUGUSTA, GA 30907

SUPERVISION SERVICES
216 S. PIEDMONT ST., SE #13
CALHOUN, GA 30701

SATILLA PROBATION MANAGEMENT CORPORATION
164 NORTH MAIN STREET
NAHUNTA, GA 31553

JUDICIAL ALTERNATIVES OF GEORGIA
P.O. BOX 1758
THOMASVILLE, GA 31799

AUGUSTA PROBATION OFFICE
901 GREENE STREET
AUGUSTA, GA 30901

GEORGIA PROBATION MANAGEMENT
2195 PACE STREET SUITE C
COVINGTON, GA 30014

CSRA PROBATION SERVICES
513 ELLIS STREET
AUGUSTA, GA 30901

SOUTHEAST CORRECTIONS
145 SOUTHERN BOULEVARD, SUITE A
SAVANNAH, GA 31405

MIDDLE GEORGIA PROBATION, LLC
114 EAST JOHNSON STREET
DUBLIN, GA 31021

A D PROBATION SERVICES, INC
59 WEST MAIN STREET
LAKELAND, GA 31635

MAJORS PROBATION COMPANY TRUST
5037 UNION STREET
UNION CITY, GA 30291

PROBATION SERVICES
14 BOND STREET
TRENTON, GA 30752

CSRA PROBATION SERVICES
398 WALTON WAY
AUGUSTA, GA 30901

JUDGE MCINTYRE
STATE COURT

NIYA BRANTLEY
STATE COURT

PHYLLIS JOHNSON
COMPLIANCE

RFP ITEM #24-180
MISDEMEANOR PROBATION SUPERVISION SERVICES
FOR STATE COURT
DUE: TUESDAY, 9/26/23 @ 11:00A.M.

RFP ITEM #24-180
MISDEMEANOR PROBATION SUPERVISION SERVICES
FOR STATE COURT
MAILED: THURSDAY, 8/17/2023 .

PAGE 1 OF 1

2023-08-18			
YOUTH & FAMILY SVCS 2023-08-18	duanne.brown@comcast.net DUANNE, DUANNE	Y	AFA
YOUTH VILLAGES INC 2023-08-18	jessica.crownover@youthvillages.org YOUTHVILLAGES, YOUTHVILLAGES	N	NOM
ZION FOUNDATION INC 2023-08-18	tsellers@zionfoundation.net ZIONFOUNDATION, ZIONFOUNDATION	N	NOM
Zilo International Group LLC 2023-08-18	MILENA@ZILOINTERNATIONAL.COM ZILO, MILENA	N	NOM
Zivian Consulting Group 2023-08-18	zivian_natural@yahoo.com Johnson, Zivian	N	NOM
Zoar entertainment 2023-08-18	Zoarmultiservices16@gmail.com Sessoms, Zanovia	N	NOM
sobek, llc 2023-08-18	angosisye@gmail.com Angosisye, Akinkuotu	N	NOM

ETHNIC GROUP	COUNT
African American	111
Asian American	18
Native American	2
Hispanic/Latino	3
Pacific Island/American	1
Non Minority	614
Not Classified	0
Total Number of Vendors	749
Total Number of Contacts	1394

PR_bid_email_list

Planholders

Add Supplier | Export To Excel

Supplier (4)

Supplier	Download Date
Dodge Data	08/19/2023
Evidence-Based Associates	08/22/2023
Onvia, Inc. - Content Department	08/18/2023
PPS, Inc.	08/21/2023

Add Supplier

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Documents

Filename	Type	Action
24-180_RFP	Bid Document / Specifications	View History
24-180_ADD1	Addendum	View History

KELLIE K. McINTYRE
STATE COURT CHIEF JUDGE

John H. Ruffin, Jr. Courthouse
735 James Brown Blvd., Suite 4105
Augusta, GA 30901-2974

Telephone: 706-823-4412
Kmcintyre@augustaga.gov

October 13, 2023

Dear Ms. Sams,

I concur with the evaluation committee and recommend that we enter into contract negotiations with the said vendor, CSRA Probation.

With Kindest Regards,

Kellie K. McIntyre
Chief Judge, State Court

Commission Meeting

December 5, 2023

Approval of purchase order to Consolidated Pipe & Supply for 13th Street water line project in amount of $47,179.35.

Department:	Utilities
Presenter:	Michael J Bryant
Caption:	Motion to **approve** of purchase order to Consolidated Pipe & Supply for 13th Street water line project in amount of $47,179.35. **(Approved by Engineering Services Committee November 28, 2023)**
Background:	One 20" valve requisition submitted via emergency approval; this is for the remaining three to complete the repair
Analysis:	The Augusta Utilities Department Construction & Maintenance Division responded to a water leak on 13th Street near Davidson Fine Arts School. During their investigation, it was determined that the leak was due to a broken 20" water valve. The leaking valve is part of a larger-scope project that aims to replace three additional 20" valves on the cast iron line which serves the downtown Augusta area located near the school. Consolidated Pipe & Supply (selected vendor) has both the best price and shortest lead time to deliver these materials.
Financial Impact:	$47,179.35
Alternatives:	None
Recommendation:	Approve purchase order in the amount of $47,179.35 to Consolidated Pipe & Supply
Funds are available in the following accounts:	506043210-5315111
REVIEWED AND APPROVED BY:	N/A

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 10/25/2023

DIVISION August Utilities WAREHOUSE

FUND #: 506000000

☐ WATER	☐ EQUIPMENT	☐ CHEMICAL	☐ LAB	☐ IT	☐ ROUTINE
☐ SEWER	☐ TOOLS	☐ GASES	☐ UNIFORM	☐ SCADA	☐ EMERGENCY
☑ SUPPLIES	☐ SAFETY	☑ REPAIR	☐ LIFT STATION	☑ INVENTORY	☐ SOLE SOURCE
☐ SERVICE	☐ OFFICE	☑ MAINTENACE	☐ OTHER	☐ BID ITEM	☐ PREFER ITEM

SHIP TO:

WAREHOUSE
1840 Wylds Rd.

VENDOR:	Consolidated Pipe & Supply		Ferguson Waterworks		Macon Supply	
ADDRESS:	10887 Old Atlanta Hwy		4188 Belair Frontage Rd		2140 7th St	
PHONE #:	Covington, GA		Augusta, GA		Macon, GA	
QUOTED BY:	678-342-7666				478-743-1505	
	Trey Norman		Joseph Greene		Robert Zimmerman	
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	20" MJ Gate Valve	3	15726.45	47179.35	16105.40	48316.2	19421.15	58263.45
2.	Open Right Horizontal			0	00	0	00	0
3.	Bevel Gear Valve			0		0		0
4.				0		0		0
5.				0		0		0
6.				0		0		0
7.				0		0		0
8.				0		0		0
9.				0		0		0
10.				0		0		0
11.				0		0		0
12.				0		0		0
13.				0		0		0
14.				0		0		0
	SHIPPING CHARGES			0		0		0
	TOTAL			47179.35		48316.2		58263.45

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Three more 20" valves needed for this 13th Street water line project. One 20" valve already submitted via Emergency approval procedure. Consolidated Pipe has best overall price and shortest (7 to 8 day) lead time which is far superior to other bidders.

REQUESTED BY: Michael J Bryant

APPROVED BY: Michael J Bryant

CONSOLIDATED PIPE AND SUPPLY CO., INC.
CUSTOMER QUOTE

10887 OLD ATLANTA HWY
COVINGTON GA 30014

Quote Nbr: 368421 000
Quote Date: 10/19/2023

0025 - TREY NORMAN
BUS: 678-342-7666
WATTS: 800-540-9402
FAX: 678-342-9666

Job: 20" MATERIAL

211638 - AUGUSTA RICHMOND CO
ATTN: TESS
1840 WYLDS ROAD
AUGUSTA GA 30909

Good Until: 10/31/2023
To: E. JENNINGS
Email: EJENNINGS@AUGUSTAGA.GOV

Line	Qty	Item	Size/Wall/Description	Price	Extended Price
1	4.0	266505	20 MUL A2361-23 MJ GV OL W/ BEVEL GEAR	15,726.45 EA	62,905.80
2	8.0	218423	20 CDI 06 MJ LP SLV L/ACC	969.89 EA	7,759.12
3	16.0	265392	20 SIP EZDP20 EZGRP DI REST W/ACC	445.65 EA	7,130.40
4	36.4	252854	20 CL350 DI SJ PIPE (18.2' JOINTS)	138.56 FT	5,043.58

Total: 82,838.90

PER ROMAC, THEY DO NOT OFFER A ROMAC ALPHA COUPLING LARGER THAN 16".

THIS MATERIAL HAS A 6-8 WEEK LEAD TIME TO BE AVAILABLE.

Shipment: FOB Destination, Freight prepaid and Allowed

Thank you for the opportunity to quote on your requirements. If we can be of further assistance, please do not hesitate to call.

FERGUSON WATERWORKS

FEL-AUGUSTA WATERWORKS #518
4188 BELAIR FRONTAGE ROAD
AUGUSTA, GA 30909-9626

Phone: 706-860-2233
Fax: 706-855-7204

Deliver To:
From: Matthew Kareis
Comments:

12:05:02 OCT 20 2023

FEL-GEORGIA WATERWORKS #554
Price Quotation
Phone: 706-860-2233
Fax: 706-855-7204

Bid No: B590682
Bid Date: 10/20/23
Quoted By: MCK

Cust Phone: 706-312-4127
Terms: NET 10TH PROX

Customer:
COUNTY OF AUGUSTA RICHMON
535 TELFAIR SUITE 800
ROOM 105 CITY/CTY MUNICIPAL
ACCT DEPT BLDG (11)
AUGUSTA, GA 30901

Ship To:
COUNTY OF AUGUSTA RICHMON
535 TELFAIR SUITE 800
ROOM 105 CITY/CTY MUNICIPAL
ACCT DEPT BLDG (11)
AUGUSTA, GA 30901

Cust PO#:

Job Name: 20 VALVE'S

Item	Description	Quantity	Net Price	UM	Total
SP-M20A236123LN02	20 MJ GATE VLV HORI BEVEL GEAR 4-6 WEEKS	4	16105.400	EA	64421.60
PSVB562SW	2PC SCRW 16T/24B COMP CI VLV BX WTR IN STOCK	4	100.000	EA	400.00
MJLSLA20	20X15 MJ C153 LONG SLV L/A 2-3 DAYS	8	848.650	EA	6789.20
E1120DEC	20 MEGALUG EBAASEAL ACCY PKG F/ DI 1-1/2 WEEKS	24	417.870	EA	10028.88
AFT300P20	20 CL300 CL DI FASTITE PIPE 2-3 DAYS	40	126.430	FT	5057.20

Net Total:	$86696.88
Tax:	$0.00
Freight:	$0.00
Total:	$86696.88

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=518&on=23370

Quotatio

Macon Supply
2140 SEVENTH STREET
MACON, GA 31206
478-743-1505 Fax 478-741-1953
www.maconsupply.com

QUOTE DATE	QUOTE NUMBER
10/19/23	S2199945

ORDER TO:
MACON SUPPLY COMPANY
2140 SEVENTH STREET
MACON, GA 31206

PAGE NO: 1

QUOTE TO:
CITY OF AUGUSTA
452 WALKER ST STE 200
AUGUSTA, GA 30901

SHIP TO:
CITY OF AUGUSTA - UTILITIES DE
1840 WYLDS ROAD
AUGUSTA, GA 30909

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
5691			HOUSE ACCOUNT

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
ROBERT ZIMMERMAN	OT OUR TRUCK	Net 10th Prox	11/24/23	No

ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	EXT PRICE
4ea	84294 OIR	20" MandH MJ GATE VALVE R/S WITH 2" OP NUT AND SPUR GEAR OPERATOR *12-14 WEEK LEAD TIME	19421.150	77684.60
8ea	12481	20" MJ DI LONG SLEEVE N/D *2-3 DAY LEAD TIME	848.650	6789.20
16ea	63242	20" IMPORT MEGALUG WITH ACCESSORIES FOR DUCTILE *2-3 DAY LEAD TIME	425.550	6808.80
40ea	53036	20" CL350 SJ DI PIPE *4-6 WEEK LEAD TIME	133.250	5330.00
		TAXES NOT INCLUDED		

*** IMPORTANT***
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE IN TODAY'S VOLATILE MARKET. PLEASE CONFIRM PRICING BEFORE ORDERING
WE APPRECIATE THE OPPORTUNITY TO SERVE YOU!

Subtotal	96612.60
S&H CHGS	0.00
Amount Due	9661

Commission Meeting

December 5, 2023

Approval of sole-source purchase order to Consolidated Pipe & Supply for water meter registers for $39,600.00

Department:	Utilities
Presenter:	Michael Bryant
Caption:	Motion to approve the sole-source purchase order to Consolidated Pipe & Supply for water meter registers for $39,600.00. (**Approved by Engineering Services Committee November 28, 2023)**
Background:	N/A
Analysis:	The AUD warehouse is requisitioning residential water meter registers manufactured by Master Meter as an alternative. Water meter registers are a critical stock item needed to properly distribute water to customers through their water meter and in recording water consumption. This purchase is for a model manufactured by Master Meter that's compatible with our primary meter brand Badger. There is a significant delay in all of our Badger orders. The warehouse is low in stock.
Financial Impact:	$39,600.00
Alternatives:	None
Recommendation:	Approve purchase order for $39,600 to Consolidated Pipe for Augusta Utilities to purchase water meter registers.
Funds are available in the following accounts:	506043210-5315111
REVIEWED AND APPROVED BY:	N/A

Consolidated
PIPE & SUPPLY COMPANY, INC.

10887 Old Atlanta Highway
Covington, GA 30014

Phone: (678)342-7666
Cell: (912)944-7411

Quotation: Augusta Utilities **Date:** October 26, 2023

Expiration: 30 Days **Attention:** Steve/ Michael

Subject: Register Kits

Item	Quantity	Unit	Description	Unit Price	Extension
1	300	EA	Elinx Register w/ 5' Itron Connector- Badger	132.00	**39,600.00**
			Plastic Kit		
				SUB-TOTAL	**39,600.00**
				TAX	
				TOTAL	**39,600.00**

Signature: Joey Todd

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 10/9/2023

DIVISION August Utilities WAREHOUSE

FUND #: 506000000

- ☐ WATER
- ☐ SEWER
- ☑ SUPPLIES
- ☐ SERVICE
- ☐ EQUIPMENT
- ☐ TOOLS
- ☐ SAFETY
- ☐ OFFICE
- ☐ CHEMICAL
- ☐ GASES
- ☑ REPAIR
- ☑ MAINTENACE
- ☐ LAB
- ☐ UNIFORM
- ☐ LIFT STATION
- ☐ OTHER
- ☐ IT
- ☐ SCADA
- ☑ INVENTORY
- ☐ BID ITEM
- ☐ ROUTINE
- ☐ EMERGENCY
- ☐ SOLE SOURCE
- ☐ PREFER ITEM

SHIP TO:

WAREHOUSE
1840 Wylds Rd.

VENDOR: Consolidated Pipe & Supply
ADDRESS:
PHONE #:
QUOTED BY:

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Master Meter Elinx	300	132	39600		0		0
2.	Meter Reg. w/ 5' Itron			0		0		0
3.	Connector Badger Pl. Kit			0		0		0
4.				0		0		0
5.				0		0		0
6.				0		0		0
7.				0		0		0
8.				0		0		0
9.				0		0		0
10.				0		0		0
11.				0		0		0
12.				0		0		0
13.				0		0		0
14.				0		0		0
SHIPPING CHARGES				0		0		0
	TOTAL			39600		0		0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

REQUESTED BY: *Michael J Bryant*

APPROVED BY: *Michael J Bryant*

Augusta GEORGIA

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: Consolidated Pipe & Supply **E-Verify Number:** 189824

Commodity: Water Meter Registers

Estimated annual expenditure for the above commodity or service: $ 39,600

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

_____ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

_____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

_____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

_____ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

_____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Michael J Bryant Department: Utilities Date: 2023.11.7

Department Head Signature: [signature] Date: 11/15/23

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:

Augusta GEORGIA

UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Geri Sams
Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM: **Michael J Bryant**

CC:

DATE: November 14, 2023

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

The AUD warehouse is requisitioning residential water meter registers manufactured by Master Meter which is sold in Georgia by Consolidated Pipe & Supply. Water meter registers are a critical stock item needed to properly distribute water to customers through their water meter and in recording water consumption. This purchase is for a model manufactured by Master Meter that's compatible with our primary meter brand Badger. This is the only known cross-compatible water meter register. There is a significant delay in all of our Badger orders. The warehouse is low in stock.

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

REQUISITION #

DATE: 10/9/2023

DIVISION August Utilities WAREHOUSE

FUND #: 506000000

☐ WATER	☐ EQUIPMENT	☐ CHEMICAL	☐ LAB	☐ IT	☐ ROUTINE
☐ SEWER	☐ TOOLS	☐ GASES	☐ UNIFORM	☐ SCADA	☐ EMERGENCY
☑ SUPPLIES	☐ SAFETY	☑ REPAIR	☐ LIFT STATION	☑ INVENTORY	☐ SOLE SOURCE
☐ SERVICE	☐ OFFICE	☑ MAINTENACE	☐ OTHER	☐ BID ITEM	☐ PREFER ITEM

SHIP TO:

WAREHOUSE
1840 Wylds Rd.

VENDOR: Consolidated Pipe & Supply
ADDRESS:
PHONE #:
QUOTED BY:

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Master Meter Elinx	300	132	39600		0		0
2.	Meter Reg. w/ 5' Itron			0		0		0
3.	Connector Badger Pl. Kit			0		0		0
4.				0		0		0
5.				0		0		0
6.				0		0		0
7.				0		0		0
8.				0		0		0
9.				0		0		0
10.				0		0		0
11.				0		0		0
12.				0		0		0
13.				0		0		0
14.				0		0		0
	SHIPPING CHARGES			0		0		0
	TOTAL			39600		0		0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

REQUESTED BY: *Michael J Bryant*

APPROVED BY: *Michael J Bryant*

Commission Meeting

Meeting Date: December 5, 2023

Renovation Solution, LLC Consistency Letter Request

Renewable Energy Project

1680 Dixon Airline Road, Augusta, Georgia

File Reference: 23-014 (A)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik

Caption: Motion to **deny** Renovation Solution. LLC (RLS) "Consistency Letter" request for Construction & Operation of Renewable Energy (Biofuel) Facility at 1680 Dixon Airline Road, Augusta, Georgia. **(Approved by Engineering Services Committee November 28, 2023**)

Background: No solid waste handling facility or expansion to an existing facility can be sited in Augusta, Georgia legal boundaries without a determination that the proposed facility or expansion is consistent with the Augusta, Georgia (City) current Solid Waste Management Plan (PLAN). The procedure that City follows to demonstrate whether to issue Consistency letter is described under PLAN Section 6.1 (Local Procedures for Demonstrating Facility Consistency with Solid Waste Management Plan). On August 15, 2023, Augusta Commission reviewed & discussed this request. However action decision was postponed until a future date due to concerns raised by nearby Historic Church members. Commission decision also included that the requester shall have a town meeting with concerned citizens and Historic Church members. This meeting was conducted on August 29, 2023 and over 100 concerned citizens & stakeholder attended this meeting. RSL presented key elements of proposed Biofuel facility operations.

Analysis: Following Augusta Commission August 15, 2023 meeting discussion, Augusta Engineering & Environmental Services (AEES) conducted additional relevant material research and had further discussion with RSL to ensure submitted information by RSL satisfies the PLAN applicable conditions. AEES also attended August 29, 2023 public meeting and listened to discussion between RSL representatives and concerned stakeholders. In addition AEES provided reviewed RSL submitted supporting information & provided response letters to RSL on Augusta 15, 2023 with determination that RSL provided information is insufficient and AEES recommendations to

	Augusta Commission will be not to issue requested consistency letter. In response RSL submitted additional information letter. AEES reviewed provided additional information and sent response letter to RSL on October 12, 2023 with determination that based on the information provided and site specific community opposition to placing proposed facility at Dixon Airline Road parcel, AEES recommendation to Augusta Commission Engineering Services Committee will be not to issue "Consistency Letter" until the site specific community concerns are fully addressed in satisfactory manner.
Financial Impact:	N/A
Alternatives:	Do Not Approve
Recommendation:	Discuss approval or denial of Renovatio Solution. LLC (RSL) "Consistency Letter" request for Construction & Operation of Renewable Energy (Biofuel) Facility at 1680 Dixon Airline Road, Augusta, Georgia. AEES recommendation to Augusta Commission Engineering Services Committee is not to issue "Consistency Letter" until the site specific community concerns are fully addressed in satisfactory manner. Requested by Engineering
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	HM/SR

HULL BARRETT
ATTORNEYS

AUGUSTA AIKEN EVANS

BENJAMIN F. MCELREATH
- MEMBER OF THE STATE BAR OF GEORGIA

bmcelreath@hullbarrett.com

April 20, 2023

VIA EMAIL hmalik@augustaga.gov

Dr. Hameed Malik
Director of Solid Waste Management Augusta-Richmond County, Georgia
425 Walker Street
Augusta, Georgia 30901

Dear Dr. Malik:

It was a pleasure to meet you a few weeks ago. As you and I discussed, I am involved with Renovatio Solutions LLC (RSL) that I set up with my business partner, Wesley McLeod. We are working to develop a biorefinery at our property located at 1680 Dixon Airline Road, Augusta, Georgia 30906. This property, coincidentally, is located adjacent to an existing inert landfill.

RSL property has been rezoned from Agricultural to Heavy Industrial (HI) as well as for Special Exception Use, per Ordinance referenced #7825, which was issued to our company, Renovatio Solutions LLC.

Our proposed biorefinery facility will utilize an anaerobic digestion technology to convert organic material from MSW and woody biomass to produce renewable natural gas (RNG) and digestate/soil amendment.

01842485-1

We were informed by the Georgia Environmental Protection Division - Recovered Material Unit, that as a part of the support for an application for a Solid Waste Handling permit, RSL would need to first obtain a Consistency Letter from the City of Augusta or Solid Waste Management Division that oversees the Augusta-Richmond County area. This letter (Consistency Letter) should confirm that the proposed project is consistent with authorized use of the property.

RSL has received its zoning letter from the Augusta Planning Department. However, the finalization of RSL's application for a Solid Waste Handling permit is only awaiting a letter from your department confirming that our facility would fall within the Solid Waste Management Plan previously approved by Augusta, Georgia.

Therefore, could you please provide RSL with a Consistency Letter for attachment to finalize its permit application? Also, please let us know if whether there is a cost for the preparation of this letter.

Thank you in advance for your feedback.

Sincerely,

Benjamin McElreath

cc Wesley McLeod

HULL BARRETT
ATTORNEYS

BENJAMIN F. MCELREATH
-MEMBER OF THE STATE BAR OF GEORGIA

bmcelreath@hullbarrett.com

June 12, 2023

VIA HAND DELIVERY

Hameed Malik, Ph.D., P.E.
Director of Engineering, City of Augusta
452 Walker Street,
Augusta, Georgia 30901

RE: Renovatio Solutions, LLC

Dear Dr. Malik:

I am hereby submitting on behalf of Renovatio Solutions, LLC it response to questions regarding solid waste handling facilities in Augusta-Richmond County, Georgia under Chapter 6 Land Limitation Element. As you are aware , Renovatio Solutions, LLC planning to develop a renewable fuel project at 1680 Dixon Airline Road Augusta, Georgia.

Please let me know if additional information is needed .

Sincerely,

Benjamin F. McElreath

cc Mr. Wesley McLeod

INTRODUCTION:

Renovatio Solutions LLC (RSL) is a privately formed Georgia firm that is seeking to advance the USA renewable energy targets by utilizing its property at 1680 Dixon Airline Road, Augusta-Richmond County, Georgia, to develop a renewable fuel project whereby organic waste streams from MSW and biomass waste will be processed to produce renewable natural gas (RNG) or compressed natural gas (CNG) and other co-products.

It should be noted that the Georgia legislature passed Bill 274 in 2011, amending the Georgia Code (Part 1, Article 2 of Chapter 8 of Title 12) that banned yard trimmings from MSW landfills and allowing the disposal of trimmings at lined MSW landfills with operating landfill gas collection systems. The bill states that it was designed to encourage beneficial reuse and promote bioenergy and renewable energy goals.[1] The City of Augusta and Richmond County promote technologies that will reduce or eliminate the need to place these materials in landfills.

How the proposed facility or facility expansion will meet the specific goals and/or needs identified in the current Solid Waste Management Plan, including a description of:

The impact upon the collection capability within the planning area.

There will be no significant impact upon the collection capability within the planning area. At the time of RSL's application to the Augusta Planning and Development Department for rezoning and Special Exception Use at the property, (approved in May 2022), the proposed residential MSW collector was not depositing its collected trash at the Augusta Landfill facility.

The impact upon disposal capacity identified in the planning area.

The operation of the proposed biorefinery by RSL will have minimal impact in the planning area. The residential MSW entity that will supply RSL's biorefinery with waste is reported to be disposing approximately 2,080 TPY of waste to Augusta Landfill.

The diversion of that amount of waste to RSL's biorefinery will be negligible for the landfill as the biorefinery is expected to deliver approximately 4,896 TPY of preprocessed non-organic & non – recyclable waste each year to Augusta Landfill.

This slight increase in deposit to the landfill will represent additional revenue for the City of Augusta.

The impact to the waste reduction and recycling efforts within Augusta, specifically how the proposed facility or facility expansion will contribute toward waste reduction in the planning area.

The proposed residential waste collector currently delivers a small portion of its total waste to Augusta Landfill.

[1] https://www.google.com/search?client=firefox-b-1-d&q=augusta+solid+waste+management+plan+2022 – p. 29

By implementing its biorefinery in Augusta-Richmond County, RSL facility will serve to satisfy some sections of Augusta Solid Waste Management Plan (SWMP) goal # 2 – Waste Reduction.

How the proposed facility or facility expansion and its operation will impact the community. Specifically, it will address:

The impact to vehicle traffic and public safety around the proposed facility and throughout the planning area;

RSL petition referenced Z-22-25 was approved and an Ordinance referenced 7825. Ordinance 7825, Section II (2) states that "the developer shall provide a completed Traffic Assessment Form to the Traffic Engineer of the Augusta Engineering Department to assess traffic impact study for the development depending on the information provided in the Traffic Assessment Form."

The completed Traffic Impact Worksheet study was prepared by Infrastructure Systems Management, LLC and submitted by RSL to the Augusta Engineering Department in September 2022.

The impact on natural or cultural resources within the planning area.

A Phase I ESA was performed at the project site and the findings confirmed that there are no contaminants, no historical artifacts nor any endangered species on the property.

The impact to the financial viability of the existing solid waste management system within the planning area, both public and private;

The financial viability of Augusta Landfill and other similar facilities in the planning area will not be negatively impacted. In fact, the Augusta Landfill would gain financially due to a slight net increase in waste deposit to that facility.

Other existing facilities will not be affected as RSL's residential MSW collector does not make delivery to those locations.

The impact to individual and business solid waste management rates.

There will be no impact to individual and business solid waste management rates as RSL proposed biorefinery tipping fees will be comparable those of the City of Augusta.

The impact on the current solid waste management infrastructure within the planning area, both public and private.

The impact will be negligible on the current solid waste management infrastructure within the planning area because the proposed biorefinery will be sited close to an area already approved

Thus, building the proposed $37MM new facility will have a positive impact on the City's tax revenue inflow from a new tax payer.

Evidence that the proposed facility or facility expansion is sited in a location deemed suitable according to the criteria listed in this plan.

The proposed facility will be sited in an area that is deemed suitable according to the criteria listed in Augusta Solid Waste Management Plan (SWMP).

In fact, RSL proposed project site is located close to an approved construction & demolition (C & D) landfill – Dixon Airline Recycling LLC which is reported in Section 5.2 of Augusta SWMP – page 53) to be included in the current planning area for such activities.

Further, a topographic survey was commissioned by RSL for the property located at 1680 Dixon Airline Road, Augusta-Richmond County, GA 30906. The findings confirmed that the proposed project location is not located within the 100 year flood plain.

Evidence that the proposed facility or facility expansion is sited in an area deemed suitable location consistent with local zoning ordinances.

This project is being proposed for development at a property that was rezoned from Agricultural (A) to Heavy Industrial (HI) by the Augusta Planning and Development Department in May 2022. In addition, the property was approved for Special Exception Use to develop a biorefinery at 1680 Dixon Airline Road, Augusta-Richmond County, Georgia 30906.

An Ordinance, referenced 7825, signed May 17, 2022, confirms the amendment to the Comprehensive Zoning Ordinance adopted by Augusta, Georgia Commission (effective September 16, 1997) regarding the changing of the Comprehensive Zoning Map from Zone A (Agricultural) to HI (Heavy Industrial) for property located at 1680 Dixon Airline Road, GA 30906.

Evidence that the proper public notification was given, including notification of all adjacent property owners.

The Augusta Planning and Development Department published in the Augusta Chronicle April 14, 2022 edition as well as erected signage at 1680 Dixon Airline Road, GA 30906 to notify and invite feedback from the public regarding the rezoning of this property from Zone A to HI.

There was no negative feedback from the public regarding this proposed development.

Submitted this 12th day of June, 2023

By:_____
Benjamin F. McElreath,
Co-Managing Member
Renovatio Solutions, LLC

Augusta GEORGIA

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

August 15, 2023

Email: bmcelreath@hullbarrett.com

Renovatio Solutions, LLC
c/o Benjamin F. McElreath
3540 Wheeler Road, Suite 309
Augusta, GA 30909

RE: Renovatio Solutions LLC Biofuel Facility Construction
Facility Consistency with Augusta, Georgia Solid Waste Management Plan
Consistency Letter Request

Dear Benjamin McElreath,

This letter is in response to your Renovation Solutions, LCC (RSL) request for "Consistency Letter" with Augusta, Georgia Solid Waste Management Plan (SWMP). Issuing such letter procedure is described under SWMP Section 6.1. Proposed Facility (Facility) is required to satisfy Section 6.1 listed requirements (factors) by providing a written statement addressing each factor in detail. Under section 6.1.1, there are nine factors for a locality to consider prior to Augusta, Georgia issuing a "Consistency Letter". RSL submitted Section 6.1 required information on June 12, 2023. In addition, supplemental information was submitted on August 3, 2023 and a virtual meeting was held on August 7, 2023. During review process Augusta Engineering & Environmental Services (AEES) received concerns from two external entities: Augusta Regional Airport and Historic Spirit Creek Baptist Church (copy attached).

Based on the information provided and review of received concerns, it is AEES determination that provided information is insufficient, hence, AEES recommendation to Augusta Commission Engineering Services Committee will be not to issue "Consistency Letter" until the inconsistencies are fully addressed in satisfactory manner.

Following factors needs to be fully addressed to satisfy SWMP Section 6.1 requirements.

1) *Determine if the proposed facility or facility expansion may negatively impact other natural or cultural resources if the County.*
2) *Determine if proposed facility of facility expansion may negatively impact the financial viability of the County's solid waste management system.*
3) *Hold at least one public hearing on the proposed facility to gather input regarding the consistency of the facility with SWMP.*
4) *Determine if the proposed facility or facility expansion is properly insured so that closure and post-closure care is assured.*
5) *Determine if the proposed facility or facility expansion has mitigation plan above and beyond financial assurance already required.*
6) *Evaluate past performance of other waste handling facilities owned or operated by the applicant.*
7) *Determine if the proposed facility or facility expansion is in the best interest of public health and safety.*

If you have any questions concerning this correspondence, please feel free to contact me at hmalik@augustaga.gov or (706)796-508.

Regards,

Hameed Malik, Ph.D., PE
Director Engineering & Environmental Services
Augusta, GA

CC: Wesley McLeod, Co-Managing Member, Renovatio Solutions LLC

Augusta Regional Airport
August 7, 2023

Since the facility is within 5 miles of the airport, the FAA must do a study to make sure that the site will not attract wildlife, especially avian wildlife. As this is a biofuel facility as opposed to a C & D Facility, the FAA study is crucial since MSW is known to attract birds. The developer will need to file a 7460-1 with the FAA. Augusta will need to wait until the FAA results come back before anything is approved. As the airport sponsor, part of our responsibility is to protect the airspace surrounding the airports within a five-mile radius. If the sponsor fails to do so, it will put our grants in jeopardy as well as make Augusta potentially liable for any accidents where the cause is linked to the facility.

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

____	Commission	Date of Meeting ____
____	Public Safety Committee	Date of Meeting ____
____	Public Services Committee	Date of Meeting ____
____	Administrative Services Committee	Date of Meeting ____
✓	Engineering Services Committee	Date of Meeting 8/8/2023
____	Finance Committee	Date of Meeting ____

Contact Information for Individual/Presenter Making the Request:

Name: Rev. Ellis A. Godbee Jr.
Address: 1782 Dixon Airline Rd, Augusta, GA 30906
Telephone Number: 706-840-4566
Fax Number:
E-Mail Address: ellisgodbee@gmail.com

Caption/Topic of Discussion to be placed on the Agenda:

We want to voice concern and opposition to the rezoning, and opposition to the special permit request regarding Renovatio Solutions, LLC. We want to make known ethnic, racial, diversity and cultural disparity that will be impacted by this project. The Historic Spirit Creek Baptist Church is one of the oldest African American churches in the United States established in 1800.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.

RENOVATIO SOLUTIONS, LLC
Promoting A Greener Future Today
3540 Wheeler Road
Augusta, GA 30909, USA

September 12, 2023

VIA HAND DELIVERY AND VIA EMAIL

Hameed Malik, Ph.D., P.E.
Director of Engineering, City of Augusta
452 Walker Street
Augusta, Georgia 30901

RE: Renovatio Solutions, LLC, Biofuel Facility Construction
Facility Consistency with Augusta, Georgia, Solid Waste Management Plan
Consistency Letter Request

Dear Dr. Malik:

In response to the letter from Augusta Engineering & Environmental Services (AEES) Department dated August 15, 2023, and received via e-mail by me on August 16, 2023, I have attached the answers of Renovatio Solutions, LLC to each and every question .

This letter will supplement our earlier letter to you dated August 26, 2023 and will hopefully address any concerns that you or others may have about the proposed biogas project that Renovatio Solutions, LLC (hereafter "RSL") plans for 1680 Dixon Airline Road Augusta, GA (the "Property").

Please let me know if you have any further questions regarding this matter or any further clarification needed to the attached answers.

Sincerely,

Benjamin F. McElreath

cc Mr. Wesley McLeod

RESPONSES TO AUGUSTA ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

(Questions Received August 16, 2023)

1) *Determine if the proposed facility expansion may negatively impact other natural or cultural resources if the County.*

Prior to an arranged meeting on August 29, 2023 at the Diamond Lakes Regional Park Gymnasium, Augusta, GA, with members of the Dixon Airline Road community, RSL had commissioned a Phase 1 Environmental Site Assessment (ESA) study in April 2022 for 1680 Dixon Airline Road, Augusta, Georgia.

The study was conducted on the property and immediate surrounding environment by American Environmental & Construction Services (AECS). AECS prepared report comprised 860 pages in accordance with All Appropriate Inquiry (AAI) investigations as adopted by the U.S. Environmental Protection Agency (EPA) and codified in 40 CFR 312, the standards established by ASTM International in ASTM E 1527-13 and 1527-21.

Section 3.1.8 and 3.2 communicated the findings of AECS regarding impact on natural and cultural resources.

Subsequently, in July 2023, RSL was notified of an objection from the Spirit Creek Baptist Church located approximately 0.7 miles away from RSL's property along Dixon Airline Road.

Please note that RSL's property is immediately bordered by two existing industrial companies, a landfill and Dixon Airline Road.

It should be noted that RSL's property does not have any direct impact on the church property nor any existing historic artifacts that may exist.

It should also be noted that previous references to the ESA have been made in multiple documents submitted to AEESD.

2) *Determine if the proposed facility expansion may negatively impact the financial viability of the County's solid waste management system.*

RSL is not privy to the financial position of the County's solid waste management system.

However, the development of the proposed facility will generate rejects of approximately 18,500 TPY, inclusive of oversized organic material, which could be sent to the local landfill. The deposits of rejects could provide an economic value to the landfill operator through tipping fees and approximately 73% of the rejects which are organic material would also prove beneficial for the landfill as these amounts can be used as alternative daily cover (ADC) at the Richmond County Landfill to assist with meeting federal

regulations which requires the covering of daily disposed waste to control odors, vectors, fires, litter and scavenging.

3) *Hold at least one public hearing on the proposed facility to gather input regarding the consistency of the facility with SWMP.*

RSL began discussions with AEESD in April 2023 regarding a Consistency Letter to accompany its application to the Georgia EPD Online System (GEOS) for a Solid Waste Handling permit. There were no listed requirements in the SWMP Section 6.1 sent to us for a public hearing with members of the community. Evidence of public notification regarding the project was previously performed by the Augusta Planning & Development Department (APDD) when we applied for a rezoning of the property from agriculture (A) to heavy industrial (HI) and for Special Exception Use to build a biorefinery. These notices were advertised in the Augusta Chronicle dated April 14, 2022 as well as signage placed at 1680 Dixon Airline Road, GA 30906, notifying the public at large regarding the proposed development. Please see Appendices II & III – regarding signage and notice in Augusta Chronicle on April 14, 2022.

Should there have been additional notice and interaction with the immediate community then RSL was not aware of this requirement as both applications submitted to the APDD were approved unopposed and RSL proceeded to acquire the property.

At the request of Augusta Engineering & Environmental Services Department (AEESD), RSL sought and received the assistance of Commissioner Tony Lewis to hold a meeting on August 29, 2023 with members of the community.

The venue was selected by Commissioner Lewis and RSL made its request regarding resources to support the delivery of their presentation at the gymnasium.

The venue was not fully equipped for RSL to deliver its planned presentation and assistance had to be sought from persons in the audience to secure an important piece of accessory.

However, given the limited resources RSL gave a presentation about its project to the audience. The presentation communicated the basis on which the project site was selected, due diligence steps undertaken, city approvals and actions as well as multiple studies undertaken by RSL in order to satisfy the requirements of the issued Special Exception Use provision. Further, RSL highlighted the project's technology, that is, a biogas plant which will utilize a biological process on feedstock versus a biomass plant that uses fire or an incineration to burn feedstock and thus emits pollutants that may be harmful to the environment.

In addition, RSL identified its feedstock sources – organic fraction of municipal solid waste (from households) and woody waste from a local lumber company.

Unfortunately, it has come to our attention that prior to the meeting of August 29, 2023 the local church had placed a notice on its website which mischaracterized RSL's feedstock as "toxic waste".

RSL highlighted other benefits of the proposed plant which are summarized as follows:

- **Economic** – Jobs, approximately 126, that is temporary and permanent;
- **Environmental** – Odor reduction, reduced pathogen levels, reduced greenhouse gas emissions;
- **Energy** – Multiple uses of the biogas, eg, pipeline quality RNG, transportation fuel, just to name a few;
- **Waste Treatment** – A mature and proven technology will be used, recycling process, etc.

Images of multiple existing biogas plants were presented to the audience, including one that is currently in operation in close proximity to San Luis Obispo (SLO) Regional Airport (California) runway. The proximity of the latter to an airport runway is an example that such facilities when properly managed do not attract wildlife such as birds. The same company that owns and operated the SLO based biogas plant will supply the technology as well as entering into an operation & maintenance arrangement with RSL regarding its proposed development.

A planned video presentation of a similar type biogas facility in operation was not delivered as the venue did not have Wi-Fi capability.

The audience was advised by RSL regarding contacts made with Georgia EPD to ascertain requirements for air, solid waste handling permits as well as discussions with representative of the Department of Agriculture and submission of Form 7460-1 [Notice of Proposed Construction or Alteration] to the FAA. The FAA study is currently reflected on their website as **"work in progress"**.

4) *Determine if the proposed facility or facility expansion is properly insured so that closure and post closure care is assured.*

It is unclear whether this question is seeking answers on insurance to mitigate risk and/or mitigation strategy to be implemented for possible plant decommissioning.

Should the question be seeking confirmation of insurance, the following is RSL's response.

The proposed facility will be constructed in one phase and multiple types of insurance coverages such as Builder's All Risk (BAR), Contractor's Pollution Liability, Worker's Compensation and Employer's Liability, Commercial Automobile Liability, Commercial General Liability carried.

During plant downtime/maintenance period, there will be a protocol for plant operation. For example, planned maintenance periods will take less than 12 hours to be completed. During maintenance periods the biogas will be flared, but it will continue to be created during short interruptions of feeding. Without feeding, the digester will continue to make biogas up to 30 days and beyond. This is not intended to happen. The goal is not to interrupt feeding for more than 24 hours. Less than 12 hours is typical as this allows for any required maintenance.

However, should the focus be on an end of plant life remediation for the property, then, please note that there will be a plant decommissioning plan that will be pursued for the project site. This decommissioning plan will identify the methodology that RSL will use to mitigate potential impacts resulting from the cessation of operation of the facility at the end of the Project's useful life. The decommissioning plan will identify the specific components that will be removed; the cost associated with removal of these components and associated scrap value. The goal of the plan is to return the site to its original position prior to the development of this project.

5) *Determine if the proposed facility or facility expansion has mitigation plan above and beyond financial assurance already required.*

Although the AEESD nor the City of Augusta had not requested it, the proposed facility has developed a set of operational procedure inclusive of an odor control plan.

An odor impact management plan including the maintenance of an Odor Complaint Response Log will be kept by RSL. In addition, RSL proposes a link to be placed on their future website to facilitate the submission of complaints from the community.

Responses will be actioned within 24 hours of receipt and the logged complaints as well as corrective measures recorded for future review by the relevant city department that will monitor plant related activities.

Other mitigating undertakings at the facility will include process control monitoring, that is, scheduled checks of biogas, digester and effluent to prevent risk to employees and equipment.

Any further actions recommended by the City will be undertaken at the expense of the operating facility.

6) *Evaluate past performance of other waste handling facilities owned or operated by the applicant.*

RSL intends to enter into an Operating & Maintenance (O &M) agreement with Hitachi Zosen Inova (HZI) to assist with the daily operations of the plant. HZI has been in North

America since 1975 and in 2015 entered the renewable energy gas market with a suite of products.

The digester technology has been successfully replicated in over 110 locations across the globe.

HZI is the owners/operator of a similar type biogas plant in San Luis Obispo, California where the biogas produced is converted into electricity. Please see website link https://kompogas-slo.com/what-we-do/ for additional information regarding SLO biogas plant.

7) *Determine if the proposed facility or facility expansion is in the best interest of public health and safety.*

The proposed plant will be operated under a Heath, Safety and Environment (HSE) plan that is in line with OSHA regulations and will ensure worker's safety and environmental protection during the life of the project.

The first line of defense is expected to come from the various norms and codes that exist to protect public health. The facility will follow established codes such as CSA, NFPA, OSHA, Building Codes, etc to ensure that the plant is safe for its operators.

These health and safety protocols will be undertaken during construction, commissioning and operation phases.

Biogas systems protect our air, water, and soil by recycling organic waste into renewable energy and soil products, while reducing GHG emissions.

In the U.S., there is an urgent need to manage the millions of tons of food, water and animal waste. The main benefits of biogas systems come from the fact that they are recycling all this material while also producing renewable energy and soil products which displace fossil fuels.

When you put these and other benefits together, we can prevent tons of carbon emissions from entering our air, prevent nutrients from entering our waterways, create healthier soils with natural, non-fossil fuel-based fertilizers, and produce reliable, baseload renewable energy.[1]

[1] https://americanbiogascouncil.org/resources/why-biogas/

APPENDIX I – Extract from PHASE 1 ESA

3.1.8 Sites of Historic or Cultural Significance

As part of the Phase I ESA, AECS investigated the Property and surrounding area for evidence of local historic sites or sites of particular cultural significance to the area. During the onsite inspection, AECS looked for evidence of local historic sites, such as historic homes, buildings, monuments, or plaques. No obvious sites were found in the immediate area. No historical markers were found in the vicinity of the subject property.

3.2 PROPERTY INSPECTION

Richmond County, Georgia records indicate the subject property consists of one tax parcel identified as Parcel No. 146-0-003-02-0 and containing approximately 8.59 acres. Copies of the Richmond County property records are provided in Appendix A. Figure 2 provides a layout of the subject property and Figure 4 provides an aerial view of the subject property in relation to the surrounding properties. Photographs of the subject property are provided in Appendix D.

The approximate coordinates for the subject property are 33° 22' 51.54" north latitude and 81° 59' 17.81" west longitude. The subject property is at an median elevation of approximately 233 feet above mean sea level.

At the time of the site reconnaissance on April 4, 2022, the primary feature of the subject property is an approximately 8.59 acre wooded parcel, sloping moderately to the northeast. Old roads or trails run along the western and southern boundaries, although the southern trail is mostly washed out. Illegal surreptitious dumping of non-hazardous debris and tires has occurred along the southern trail; there were no signs of a release. The illegally dumped debris and tires are not identified as a Recognized Environmental Condition (REC). The illegal dumping will be detailed in section 3.2.7.

The subject property has no current need of water or electric utility service. Water and sewer service are available from the Augusta Utilities Department, natural gas is available from several providers, and electricity is available from Georgia Power. A high voltage power line easement runs along Dixon Airline Road at the eastern edge of the property, see Figure 2.

3.2.1 Site Access and Egress

The subject property is accessible from Dixon Airline Road.

3.2.2 Wells

3.2.2.1 Drinking and/or Irrigation Wells

No evidence of irrigation or drinking water wells was observed on the subject property.

3.2.2.2 Dry Wells

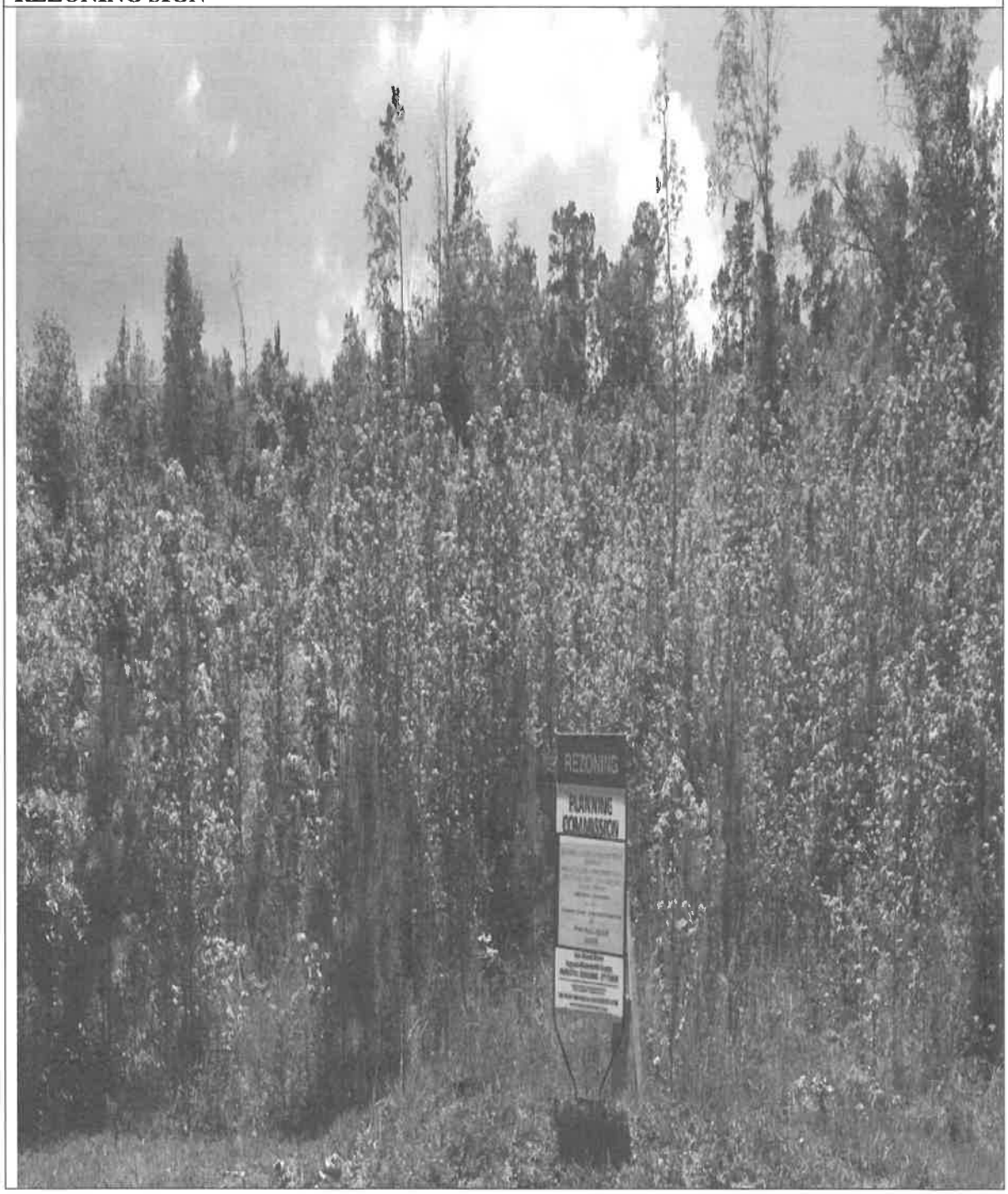
AECS found no visual or physical evidence that a dry well was present at the subject property.

3.2.3 Pits, Ponds, and Lagoons

A visual assessment for pits, ponds, and lagoons, particularly those used in connection with waste disposal or waste treatment, was conducted. None were observed.

APPENDIX II – EVIDENCE OF REZONING NOTICE AT 1680 DIXON AIRLINE ROAD _April 2022

REZONING SIGN



APPENDIX III – EVIDENCE OF SPECIAL EXCEPTION USE ADVERTISEMENT

The Augusta Chronicle

Legals

Originally published at augustachronicle.com on 04/14/2022

The Augusta Georgia Planning Commission will hold a public hearing on MONDAY, MAY 2, 2022, at 3:00 P.M. in the Augusta Commission Chambers, Room 260 on the 2nd floor of the Augusta, Georgia Municipal Building located at 535 Telfair Street Augusta, Georgia, to consider rezoning requests, review subdivision development plans, final plats, and zoning amendments. The requests to be considered will affect the following properties situate, lying and being in the State of Georgia, and in the County of Richmond. AGENDA 1. Z-22-10 A petition by Jeremy Taylor on behalf of Stanly Martin Homes et al. requesting a Rezoning from Zone A (Agricultural) to Zone R-1E (One-family Residential) affecting properties containing approximately 267 acres located at 2540 Nunnery Road, 2565 Patterson Bridge Road and portion of 4506 Windsor Spring Road. Tax Map# 193-0-144-00-0, 193-0-155-00-0 and portion of Tax Map# 194-0-001-08-0. (A full listing of property owners is available at our office) Continued from March meeting at the request of the applicant 2. Z-22-20 A petition by Southeastern Development Associates on behalf of GA Vitrified Brick & Clay Co., LLP requesting a Rezoning from Zone R-3C (Multiple-family Residential) to Zone B-2 (General Business) affecting property containing approximately 1 acre out of 22.70 acres located at 3942 Harper Franklin Avenue. Portion of Tax Map# 066-3-210-00-0. FT GORDON NOTIFIED 3/04/2022 3. Z-22-21 A petition by Amerco Real Estate Company on behalf of Long Carpenter, LLC requesting a Rezoning from Zone R-1A (One-family Residential) and Zone B-2 (General Business) to Zone B-2 (General Business) affecting property containing approximately 10.76 acres located at 1070 Claussen Road. Tax Map# 007-0-208-00-0. 4. Z-22-22 A petition by Marbert Enterprises, LLC-Walter Marbert on behalf of Wayne Brown requesting to amend conditions of zoning case Z-04-75, to remove the condition limiting access on Mayo Road and a land use restriction for only medical professional offices affecting property containing approximately 2 acres located at 821 Stevens Creek Road. Tax Map# 006-4-001-00-0. 5. Z-22-23 A petition by George Tullos on behalf of Good Faith Management, LLC requesting a Rezoning from Zone R-1A (One-family Residential) to Zone R-3B (Multiple-family Residential) affecting property containing approximately 6 acres located at 2201 Harding Road. Tax Map# 110-1-043-00-0. 6. Z-22-24 A petition by JSMG Development, LLC requesting a Rezoning from Zone R-1A (One-family Residential) to Zone R-1E (One-family Residential) affecting property containing approximately 11.11 acres located at 1514 Goshen Circle. Tax Map# 199-0-003-00-0. 7. Z-22-25 A petition by Renovation Solutions, LLC on behalf of James Pond Properties, LLC requesting a Rezoning from Zone A (Agricultural) to Zone HI (Heavy Industrial) affecting property containing approximately 10.23 acres located at 1680 Dixon Airline Road. Tax Map# 146-0-003-02-0-

Properties, LLC requesting a Special Exception to establish a biorefinery facility that uses organic waste to create renewable natural gas and compost per Section 24-2 of the Comprehensive Zoning Ordinance affecting property containing approximately 10.23 acres located at 1680 Dixon Airline Road. Tax Map# 146-0-003-02-0. 9. Z-22-26 A petition by Frank Lyles on behalf of GA Vitrified Brick & Clay Co., LLP requesting a Rezoning from Zone A (Agricultural) and Zone R-MH (Residential Manufactured Home) to Zone B-2 (General Business) affecting property containing approximately 30.15 acres located at 2111 Powell Road. Portion of Tax Map# 064-0-004-01-0. FT GORDON NOTIFIED 3/04/2022 10. Z-22-27 A petition by Robert Cooks on behalf of B. A. Johnson Construction Co, LLC requesting a Rezoning from Zone R-1A (One-family Residential) to Zone R-1E (One-family Residential) affecting property containing approximately 5.52 acres located at 4309 Windsor Spring Road. Tax Map# 166-3-002-00-0. 11. PV-22-02 A petition by Southeastern Development Associates on behalf of GA Vitrified Brick & Clay Co., LLP requesting a parking variance from Section 4-2(d) of the Comprehensive Zoning Ordinance to reduce number of required parking spaces from 4.5 spaces per 1,000 square feet to 3.95 spaces per 1,000 square feet per gross floor area for a proposed shopping center located at 3942 Harper Franklin Avenue. Tax Map# 066-3-210-00-0. 12. Legal Session Real Estate Personnel Litigation 13. Minutes from April 11, 2022 14. List of Development & Site Plans for April 2022 All persons interested in these petitions are requested to be present at the hearing. Please take notice that any opponent to an application for a rezoning action who has made campaign contributions aggregating $250.00 or more to a local government official within two years of the rezoning application must file a disclosure report with the governing authority at least five (5) calendar days before the hearing date listed above. Contact the City of Augusta Planning & Development Department at (706) 821-1796 for more information about the meeting. Persons who require special accommodations under the America with Disabilities Act or those requiring language translation services may contact the Planning and Development office for assistance. We ask that you contact the office at least 48 hours prior to the meeting date. Carla Delaney, Interim Director DATE: APRIL 14, 2022 AD#0003410468

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

Email: bmcelreath@hullbarrett.com

October 12, 2023

Renovatio Solutions, LLC
c/o Benjamin F. McElreath
3540 Wheeler Road, Suite 309
Augusta, GA 30909

RE: Renovatio Solutions LLC Biofuel Facility Construction
Facility Consistency with Augusta, Georgia Solid Waste Management Plan
Consistency Letter Request

Dear Benjamin McElreath,

On Augusta 15, 2023 Augusta, Georgia (City) provided a response to Renovation Solutions, LCC (RSL) request for "Consistency Letter" submittal. The City. Solid Waste Management Plan (SWMP) Section 6.1 is the governing procedure for such review and is issuing a Consistency Letter. Review was conducted by the Engineering & Environmental Services (AEES).. AEES determined that the submitted information was insufficient and issued the August 15, 2023 response letter accordingly.

On August 29, 2023 a stakeholders meeting was held. Over 150 concerned stakeholders attended the meeting. RSL presented over view of proposed facility and its operations followed by a question & answer session. The Primary focus of stakeholders' questions was i) proposed facility potential harmful impact to adjacent historic church members and associated community, and ii) Environmental Justice. Another key concern was lack of receipt of notification regarding RSL rezoning request. There was significant opposition to RSL Biofuel facility at proposed location.

On September 12, 2023, RSL submitted response to deficiencies with respect to SWMP Section 6.1 requirements transmitted by the City on August 15, 2023. AEES reviewed provided response information and offering following comments.

The City August 15, 2023 response stated that following factors needs to be fully addressed to satisfy SWMP Section 6.1 requirements.

1) *Determine if the proposed facility or facility expansion may negatively impact other natural or cultural resources of the County.*
2) *Determine if proposed facility of facility expansion may negatively impact the financial viability of the County's solid waste management system.*
3) *Hold at least one public hearing on the proposed facility to gather input regarding the consistency of the facility with SWMP.*
4) *Determine if the proposed facility or facility expansion is properly insured so that closure and post-closure care is assured.*
5) *Determine if the proposed facility or facility expansion has mitigation plan above and beyond financial assurance already required.*
6) *Evaluate past performance of other waste handling facilities owned or operated by the applicant.*
7) *Determine if the proposed facility or facility expansion is in the best interest of public health and safety.*

Re 1: RSL Supplement Response dated 9/12/2023 – AEES Review Comments:

Reference is made to ASTM Standard E1527-13 & E1527-21 Sections 3.1.8 and 3.2 indicating no evidence of historic sites or sites of particular cultural significance to the area. Detail information was included as Appendix I. ASTM referred standard is intended primarily as an approach to conducting an inquiry designed to identify *recognized environmental conditions* in connection with a *property*. This practice is site-specific in that it relates to assessment of environmental conditions on a specific parcel of *commercial real estate*. Consequently, this practice does not address many additional issues that may well involve environmental liabilities pertaining to intended future land uses such as in this case is operating a Biofuel facility. In addition, it was evident at August 29, 2023 Public Meeting that intended land use impact on community cultural and historic including Environmental Justice aspects were not investigated and addressed.

Augusta Engineering Administration
452 Walker Street, Suite 110 – Augusta, GA 30901
Office: (706) 796 – 5040 Fax: (706) 796 -5045
www.augustaga.gov

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

Re 2: RSL Supplement Response dated 9/12/2023 – AEES Review Comments:

Provided response is subjective and hypothetical. No other detail provided determining proposed financial impact. Based on review of other relevant available information and various discussions with RSL project team, it is AEES professional opinion that proposed operation expansion has great waste diversion potential resulting in negatively impacting the City landfill financial stability.

Re 3: RSL Supplement Response dated 9/12/2023 – AEES Review Comments

Holding a public meeting is requisite consistency determination process and to gather input. A stakeholders meeting was held on August 29, 2023. There was significant opposition to RSL Biofuel facility at proposed location. Primary concern was potential harmful impact to adjacent historic church members and associated community.

Re 4: RSL Supplement Response dated 9/12/2023 – AEES Review Comments

This item is determination of facility closure and post closure financial assurance. Provided response is insufficient to determine financial health of RSL and financial mechanism that will be in-placed to meet this requirement. Provided response indicates that RSL does not have clear understanding of operation failure risk liability or operation closure/post closure financial liability.

Re 5: RSL Supplement Response dated 9/12/2023 – AEES Review Comments

All this information is SWMP Section 6.1 and that information was shared with RSL. A copy attached too. Provided response indicates that RSL does not have clear understanding of operation failure risk liability or operation closure/post closure financial liability.

Re 6: RSL Supplement Response dated 9/12/2023 – AEES Review Comments

Provided response is insufficient to determine RSL or RSL Team past performance. Provided information indicates that RSL has no past working experience with Hitachi Zosen Inova (HZI).

Re 7: RSL Supplement Response dated 9/12/2023 – AEES Review Comments

Provided response is subjective and not site specific. There was significant opposition to RSL Biofuel facility at proposed location at August 29, 2023 public meeting, primarily health risk to a specific historic community

Based on the information provided and site specific community opposition to placing proposed facility at Dixon Airline Road parcel, AEES recommendation to Augusta Commission Engineering Services Committee will be not to issue "Consistency Letter" until the site specific community concerns are fully addressed in satisfactory manner.

If you have any questions concerning this correspondence, please feel free to contact me at hmalik@augustaga.gov or (706)796-508.

Regards

Hameed Malik, Ph.D., PE
Director Engineering & Environmental Services
Augusta, GA

CC: Wesley McLeod, Co-Managing Member, Renovatio Solutions LLC

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Chapter 6 LAND LIMITATION ELEMENT

Georgia requires that municipalities "identify those sites which are not suitable for solid waste handling facilities based on environmental and land use factors" in their SWMP. Not all geographic locations are suitable or desirable for a waste management infrastructure, which may include disposal, composting, recycling, and material recovery facilities.

SWMPs play a key role in planning and managing the potential locations of waste management facilities. The Association of County Commissioners of Georgia has stated:

> *Outside of zoning and land-use (ordinances), a SWMP is the only planning document that has specific legal authorization to govern the siting and operation of a solid waste handling facility within a community. The state may not issue any permits, grants, or loans for any MSW disposal facility or any solid waste handling equipment or recycling equipment that is not consistent with a local SWMP. Counties wishing to manage solid waste facilities that are not permitted by the EPD may want to use their plan and local licensing or ordinances to enforce these provisions of their SWMPs.*

The Georgia DNR has multiple rules which address siting limitations and criteria for siting, design, and operating requirements for solid waste handling facilities. In addition, DNR Rule 391-3-4-.05(1)(a) requires that the siting of solid waste handling facilities "must conform to all local zoning/land use ordinances."

6.1 LOCAL PROCEDURES FOR DEMONSTRATING FACILITY CONSISTENCY WITH SOLID WASTE MANAGEMENT PLAN

No solid waste handling facility or expansion to an existing facility can be sited in Augusta without a determination that the proposed facility or expansion is consistent with the current SWMP. The procedure that Augusta and each of the local governments follow to determine whether to issue such a letter is described below.

1. At least 90 days prior to filing for a solid waste handling permit, or notifying EPD in the case of a solid waste handling facility that is permitted by rule, the owner/operator will submit to the County a written statement documenting the following:
   - How the proposed facility or facility expansion will meet the specific goals and/or needs identified in the current Solid Waste Management Plan, including a description of:
     - The impact upon the collection capability within the planning area.
     - The impact upon disposal capacity identified in the planning area.
     - The impact to the waste reduction and recycling efforts within Augusta, specifically how the proposed facility or facility expansion will contribute toward waste reduction in the planning area.

- How the proposed facility or facility expansion and its operation will impact the community. Specifically, it will address:
  - The impact to vehicle traffic and public safety around the proposed facility and throughout the planning area;
  - The impact on natural or cultural resources within the planning area.
  - The impact to the financial viability of the existing solid waste management system within the planning area, both public and private;
  - The impact to individual and business solid waste management rates.
  - The impact on the current solid waste management infrastructure within the planning area, both public and private.
- Evidence that the proposed facility or facility expansion is sited in a location deemed suitable according to the criteria listed in this plan.
- Evidence that the proposed facility or facility expansion is sited in an area deemed suitable location consistent with local zoning ordinances.
- Evidence that the proper public notification was given, including notification of all adjacent property owners.

2. Within 45 days after the written statement from the owner/operator is received, Augusta Engineering Committee will make a recommendation as to whether the proposed facility or facility expansion is consistent with the SWMP. This recommendation will be documented in a letter to the governing body of the jurisdiction in which the proposed facility or facility expansion is sited. To make a determination , the Engineering Committee will conduct a process that at a minimum includes the following:
   - Determine if the operation of the proposed facility or facility expansion would be consistent with regulations established by the County for privately operated waste handling and disposal facilities as provided for in County Ordinance
   - Determine the need for the proposed facility or facility expansion, based on projected remaining useful life of existing disposal facilities, will be the initial screen for any finding of consistency with this solid waste management plan. Need will be defined as less than 10 years of disposal capacity remaining, at the time that the request is submitted, in existing disposal facilities recognized in this solid waste management plan. Remaining disposal capacity will be calculated based on an engineering calculation of remaining capacity divided by the annual rate of disposal of in-County and contracted out-of-county waste at the time that the request is submitted given waste reduction programs and performance in place at that time;
   - Determine if the proposed facility or facility expansion is sited in an area deemed unsuitable according to development criteria;
   - Determine if the proposed facility or facility expansion is sited in a location that is consistent with all local zoning ordinances;

- Determine if the proposed facility or facility expansion may negatively impact other natural or cultural resources of the County;
- Determine if the proposed facility or facility expansion would negatively impact the County's ability to contribute to the state-wide solid waste reduction;
- Determine if proposed facility or facility expansion may negatively impact the financial viability of the County's solid waste management system
- Hold at least one public hearing on the proposed facility to gather input regarding the consistency of the facility with the SWMP. This public hearing will be advertised according to local requirements regarding public notification of public hearings;
- Determine if the proposed facility or facility expansion is properly insured so that closure and post-closure care is assured;
- Determine if the proposed facility or facility expansion has a mitigation plan above and beyond financial assurance already required;
- Evaluate the past performance of other waste handling facilities owned or operated by the applicant as a determining factor the feasibility of the new facility or facility expansion. The Committee may recommend withholding approval based on owner or operators past performance;
- Determine if the proposed facility or facility expansion is in the best interest of public health and safety;

3. The governing body of the jurisdiction in which the proposed facility or facility expansion is sited shall review the written documentation of consistency from the owner/operator, the recommendation of the Engineering Committee, and comments received at the public hearing to determine whether the proposed facility or facility expansion is consistent with the SWMP. Within 30 days of making their determination, the governing body shall notify the facility owner/operator whether the proposed facility or facility expansion is consistent with the Plan. If the governing body of the jurisdiction determines that the proposed facility or facility expansion is consistent with the SWMP, the governing body will issue a letter of consistency.
4. If the governing body of the jurisdiction determines that proposed facility or facility expansion is not consistent with the SWMP, the owner/operator may address the inconsistencies and resubmit their request for another review. This review will follow the process described above in Items 1 thorough 3.

6.2 INVENTORY AND NATURAL ENVIRONMENTAL LIMITATIONS

6.2.1 INVENTORY LAND AREAS

Augusta occupies a land area of 207,386 acres, or 324.04 square miles (sq. mi), with an additional 2,823 acres (4.41 sq. mi.) of water area. Augusta straddles the Fall Line, a geological boundary following the Appalachian mountain range from Alabama to New York. In Georgia and South Carolina, the Fall Line

HULL BARRETT
ATTORNEYS

BENJAMIN F. MCELREATH
-MEMBER OF THE STATE BAR OF GEORGIA
bmcelreath@hullbarrett.com

November 2, 2023

VIA HAND DELIVERY AND VIA EMAIL

Hameed Malik, Ph.D., P.E.
Director of Engineering, City of Augusta
452 Walker Street
Augusta, Georgia 30901

RE: Renovatio Solutions, LLC, Biofuel Facility Construction
Facility Consistency with Augusta, Georgia, Solid Waste Management Plan
Consistency Letter Request

Dear Dr. Malik:

With regards to the letter from Augusta Engineering & Environmental Services (AEES) Department dated October 12, 2023, I would like to respond on behalf of Renovatio Solutions, LLC (hereafter "RSL"), to the concerns and issues raised in your letter which does not recommend that the Augusta Commission Engineering Committee issue a "Consistency Letter "at this time.

This letter will supplement our earlier letters to you dated August 26, 2023, and September 12, 2023, with regards to the proposed biogas project that RSL plans for 1680 Dixon Airline Road Augusta, GA (the "Property").

Your letter commences with reference to the August 29, 2023, meeting that was held with the public regarding the proposed biogas facility. To begin, you should recall that the meeting venue and supply of equipment were provided by the city and not us. As you may also recall there was an absence of requested equipment by RSL, and this hampered the delivery of their material. For example, the screen for the projector was inadequate (too small) and the organizer of the meeting with others suggested that the presentation be done against a wall to provide viewing for the sparsely seated audience.

You have also state towards the end of your letter that the Consistency Letter will not be issued until the site-specific community concerns are fully addressed in a satisfactory manner. It is unclear on our part how you expect these concerns can be addressed when the main protagonist has misinformation on their website and is not willing to meet with us to obtain clarification.

For example, we have requested such a meeting with the Spirit Creek Baptist Church leaders several times through their attorney Jack Long. Our last request for such a meeting was made by letter from me to Jack Long dated September 18, 2023, and hand delivered to Mr. Long's office on the same day. I am yet to hear back from Mr. Long in response to our request for a meeting.

It is unfair and egregious for a group to display erroneous and misinformed comments on their website about a company while the other party is not allowed to speak directly to them and clarify their misunderstandings.

Your letter expresses a concern that there was a lack of notification regarding the RSL rezoning request, but RSL prepared, paid for and filed its Rezoning Application in March of 2022 before RSL purchased the Property. The proper procedure required by law was followed, as an open hearing was held before the Augusta Planning & Development Department, (APDD), after due notices were made by publication of the zoning request in the *Augusta Chronicle* and after a sign notifying the public of the rezoning request was posted on the Property. Thus, APDD took the legal steps that are required to be followed to notify the public of the rezoning request. Specifically, notices were placed in April 2022, opened meeting held for feedback in May 2022, the rezoning for the Property was approved in June 2022 and RSL then purchased the Property (July 2022) following the rezoning approval.

Under RE 1, your letter references the ASTM Standard E 1527-13 & E1527-21, Sections 3.1.8 and 3.2. With regards to the need to identify recognized environmental conditions in connection with the Property, RSL hired American Environmental & Construction Services (AECS) that conducted and prepared such a study. The study made by AECS, concluded that there were no historical sites or monuments located on the proposed site.

Under Georgia Rule 391-3-4-.16(6)(b) - Criteria for Siting Composting Facility and Anaerobic Digestion Facility (see APPENDIX C), one requirement is a description of surrounding land uses within ½ mile radius shall be provided.

Checks made via MapQuest has revealed that the historical church is located approximately 0.8 miles away from the project site.

Based on the ½ mile radius requirement, the church falls outside of the criteria radius.

Regarding R2, in your letter it is stated that "… *it is AEES professional opinion that the proposed operation expansion has great waste diversion potential resulting in negatively impacting the City landfill financial stability"* is noted.

RSL believes that the implementation of this project will provide economic benefit to the Augusta landfill on an annual basis. Please recall RSL's response to Section 6.1 SWMP question entitled: ***The impact upon disposal capacity identified in the planning area.*** As communicated then, the residential MSW collector that will supply RSL's biorefinery with residential waste reported that in year 2022 it had disposed of approximately 16,270 tons at the Augusta-

Richmond County Landfill. In other words, the estimated waste diversion is expected to be 16,270 TPY.

In addition, RSL is expected to receive up to 10,000 TPY of woody waste from a lumber company that does not supply its waste to the Augusta-Richmond County Landfill.

Arising from the anaerobic digestion (AD) processing of the collected feedstock, RSL is expected to deliver approximately 18,409 TPY of organic material and other non-organic or non-recyclable materials to the Augusta Landfill. This amount includes approximately 13,513 TPY of pathogen-free organic solid digestate from the AD process this is beneficial to the landfill as it can be used as alternative daily cover (ADC). In so doing, this will assist the Augusta-Richmond County Landfill in meeting federal regulations which require the covering of daily disposed waste to control odors, vectors, fires, litter, and scavenging. Moreover, the landfilled solid digestate will yield over time a larger amount of landfill gas to be captured, because it is free of inorganic contaminants and has been highly reduced in size as a result of the anaerobic process it has undergone.

The difference between expected waste diversion from the landfill and waste to be delivered to the landfill represent a net gain of 2,139 TPY to Augusta-Richmond County Landfill. The net financial benefit of that at $36.30 per ton is $77,645.70 each year to the Augusta-Richmond County Landfill.

Reference is hereby made to AEES's draft recommendation dated August 8, 2023 (found on your website) where your committee was prepared to approve the issuance of a Consistency Letter when the estimated delivered volume of non-organic and non-recyclable materials to the landfill was approximately 4,896 TPY. With the addition of 13,513 TPY of pathogen-free organic solid digestate to be landfilled by RSL, the total landfilled volume by RSL will be approximately 18,409 TPY.

Please note that the implementation of this $40MM project will provide substantial increased tax revenue for the City of Augusta and for Richmond County. For example, please recall that as communicated to AEES in June 2023, the implementation of this project will generate approximately $500,000 in local taxes in the first year of operation. The tipping fee revenue that RSL's facility will provide the County landfill for 18,409 TPY at the existing rate of $36.30 per ton is estimated to be $668,247 in the first year of operations.

Regarding RE 3 your letter, RSL submits that there will be no negative or harmful impact to the adjacent Spirit Creek Baptist Church and the associated community. The community was led to believe that our project was a "biomass facility "and reference was made to such a facility in Madison, Georgia. The facility planned by RSL is nothing close to being the same as the biomass facility in Madison, Georgia that burned railroad ties.

The RSL facility does not burn anything nor produce pollutants harmful to the environment.

The RSL project is a biogas project that will produce environmentally friendly renewable natural gas (RNG) as a transportation fuel to replace fossil diesel fuel.

The opposition to the project is based on misinformation that is posted on one group's website where the feedstock is described as "toxic waste" and the technology as biomass plant.

As you may recall from the meeting of August 29, 2023, RSL communicated to the audience that the feedstock will comprise the organic fraction of MSW (OFMSW) and pictures of the sample sent to laboratory for testing was shown despite the poor quality of a makeshift screen at the meeting facility.

Please recall that August 3, 2023, RSL provided AEES with the actual ERIC laboratory test results regarding metal content/trace found in the solid digestate. These test results clearly indicate that the solid digestate content of metals, as it would be expected, is much lower than that of the typically landfilled MSW.

Once again, RSL wishes to communicate that its proposed plant is not a biomass plant. The latter typically employs thermochemical processes, invariably combustion, to extract the energy from wood and other organic wastes in the form of heat and from there generate steam and electricity.

The RSL's Bio-refinery employs anaerobic digestion (AD), i.e., a low temperature biological process, to extract the energy of organic wastes in the form of biomethane or RNG.

There will be no burning nor emissions of smoke or any other nuisance air and water pollutant released from RSL's plant.

Therefore, there will be no emissions let alone harmful output to impact members of the church community.

As mentioned before, RSL has requested on multiple occasions for a meeting to be held with the community leaders to explain the differences, however, we have not received any response.

Although the church community is reluctant to meet with RSL, other technical groups that have to evaluate the project on an objective basis continues to endorse the project as not having any negative impact on the surrounding environment.

Indeed, please note that The Federal Aviation Administration (FAA) has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning Processing Building for RSL's proposed biorefinery and has issued its Determination (Letter) of No Hazard to Air Navigation.

Simply stated, this aeronautical study has concluded that the structure does not exceed obstruction standards and would not be a hazard to air navigation.

RSL has been proactive in the development of its bio-refinery and preventative measures have been sought and established to mitigate risk of plant's operation, for example, the facility will be substantially insured against environmental liabilities. The Environmental Liabilities insurance will provide coverage for the risk of loss during construction and operations, and is so designed to cover liability from pollution conditions causing bodily injury, property damage and cleanup costs. Please see APPENDIX B for additional explanations regarding the proposed coverage.

At this time, excluding a Letter of Consistency from the AEES Committee, RSL has satisfied all requirements for a Solid Waste Handling (SWH) permit from the state of Georgia. All the other documents including a Site Suitability report have been sent to the GEOS portal, awaiting your letter.

A meeting is needed with the local church community so that this environmentally, economically, and socially beneficial project can be pursued. We would like to solicit, if possible, your assistance to facilitate such a meeting.

Regarding Re 4:

RSL is working with an insurance company that occupies a global footprint in providing liability insurance to a wide cross section of clients in various industries including the biofuels market.

RSL earlier response listed several types of insurance that will be purchased in order to mitigate risks during construction or operations or at the end of the plant's useful life.

For example, the proposed Efficacy & Systems Performance Insurance (APPENDIX A) covers the technology risks that the plant can successfully startup and operated during project term of the project finance. This is a coverage that can be viewed as de-risking new technology for project stakeholders and therefore pays the project company and lenders for cost of repairs and shortfall in outputs. This helps the project mitigate against the risk of bankruptcy.

The tailor-made set of insurance coverages including an environmental liability policy has been developed by AON for RSL. Please see Appendix A: - Extract from AON's Insurance Proposed Coverage and Appendix B: - Environmental Insurance Explained.

The proposed insurance coverage addresses AEES comments/questions as per RE 4 and RE 7.

The pollution portion of the Environmental Liability policy will provide compensation to third parties for injury and property damage, clean-up costs, including third-party claims and statutory clean-up notices, civil fines and penalties, legal defense costs, natural resource damages and emergency response costs. These clean-up costs are to be maintained throughout the operational life of the facility of at least 20 years and most likely 30 years. Regarding the decommissioning, of the facility at the end of its life or for any other reason, RSL intends to provide a standby letter of credit (SBLC) upon commissioning and start-up of the facility in an amount equal to the estimated cost of decommissioning of the facility at that time. The SBLC amount will be updated annually and be augmented based on the applicable consumer price index (CPI. This guarantees that whether the facility operates for one year or for thirty, there would be sufficient funds at the end of the respective period to decommission the facility and restore the site.

Regarding R5 in your letter:

RSL has communicated its non-financial mitigation plans, applicable to operations of the plant. This response was provided by industry biogas operation experts with decades of experience.

They will also assist in the O & M activities should the plant be allowed to proceed to development.

Regarding R6 in your letter, RSL operations team will include HZI as Operations & Maintenance team lead and trainers for the new technical staff members that will be hired by the biofuel facility.

HZI team members have significant experience in waste handling facility operations, including more than 10 years successful operations in the USA.

Besides assisting RSL with the technical development and O &M regarding daily plant activities for this project, HZI will have a vested interest in the plant's outcome as it will be bound by warranted performance of the digesters and gas upgrading equipment to be installed by them to produce renewable natural gas from the production process.

Regarding R7 in your letter, the material that RSL has provided shows that there will be no harmful impact to the community. As stated herein and above, the RSL facility is not the biomass facility that the participants at the community gathering were led to believe.

There is significant misunderstanding by the church community between biomass plant and the technology that RSL is proposing to utilize, that is an anaerobic digestion process to produce biogas and renewable natural gas (RNG).

Through unknown source, the gathering was of the opinion that the facility will be a biomass plant, which it is not.

There were two main opposition groups, the Savannah Riverkeepers and a local church with historical origins.

Questions were submitted to RSL by Savannah Riverkeeper's Executive Director and a written response was provided by RSL to Ms. Tonya Bonitatibus with Savannah Riverkeepers. RSL has not received any further questions or any response from Ms. Bonitatibus since RSL's answers were provided to her.

As stated herein, RSL has not heard back from Spirit Creek Baptist Church or its attorney since RSL's letter of September 18, 2023, was delivered.

With respect to concerns relating to potential negative impact on the immediate surroundings, RSL is not expecting such occurrence because of type of technology to be used. However, RSL will implement risk mitigating steps through the purchase of environmental liabilities insurance policy to meet cost that could arise in the event of an unforeseen event occurring.

It is unfortunate that a $40MM investment that will provide more than 100 temporary jobs as well as generate 22 direct positions and support a slightly larger number of indirect ones for a total of about 50 permanent jobs as well as several other economic benefits is being delayed due to a misunderstanding of the technology and an absence of dialogue.

Maybe, Commissioner Lewis could use his office to facilitate another meeting between both groups as the City of Augusta stands to lose both financially and environmentally due to the absence of this green energy project that will be a beacon project in Augusta, in Richmond County and in the State of Georgia.

Please let me know if you have any further questions regarding this matter or any further clarification needed. Again, RSL is available to attend a meeting with the leadership of the Spirit Creek Baptist Church as has been previously requested.

Lenders that RSL approached are very keen on providing the financial resources necessary to develop this project and the technical expertise is also awaiting your letter of Consistency so that the final SWH permit can be obtained and notice to proceed commences.

Sincerely,

Benjamin F. McElreath

cc Mr. Wesley McLeod
Commissioner Tony Lewis
Commissioner Catherine Smith McKnight
Mayor Garnett Johnson

APPENDIX A – EXTRACT FROM INSURANCE COMPANY PROPOSED COVERAGE

Daren Gretz
Senior Vice President
Aon Risk Solution
200 East Randolph Street
Chicago, Illinois 60601

+1 312-259-0885
Daren.Gretz@aon.com

October 25, 2023

Mr. Wesley McLeod
Renovatio Solutions LLC
3540 Wheeler Road
Suite 309
Augusta, GA 30909

Re: Letter of Intent – Commercial Insurance for Development, Construction and Operation

To whom it may concern:

As the insurance and risk management consultant for Renovatio Solutions LLC, Aon Risk Solutions (Aon) is pleased to provide this letter of intent to issue the Efficacy, Systems Performance, Construction and Operational insurance with respects to the business cooperation and company formations herein.

Whereas Aon understands that the following business objective and process description:

Objective:
To insure the process by which organic waste collected from MSW and other organic waste streams are converted to produce renewable fuels, high grade compost, or chemicals and separating the valuable recyclable materials for sale into existing commercial markets.

Process Description:
Renovatio Solutions LLC will use commercially proven and patented Biomethanisation technology from one of the many license holders to utilize a process whereby microorganism break down organic matter in the absence of oxygen (also called anaerobic digestion). At the core of this system is the Kompogas technology and its unique digester. This is the vessel where organic waste is converted into renewable biogas and an all-natural fertilizer. This high-tech industrial process has been developed over several years in Europe, making it the most innovative ecological waste recovery solution. It is currently being employed in anaerobic digester projects in the USA.

AON

Underwriting and Risk Assessment:
Aon has partnered with several insurers to provide efficacy and systems performance insurance including Lloyds of London. Lloyds of London is a global provider of specialty property and casualty insurance, reinsurance and managed risk solutions, rated A+ / A XV (A.M. Best/S&P). Specialty insurers have completed a risk assessment and concluded the insurability of the Hitachi Zosen Inova (HZI) technology.

The risk assessment included review of the project overview, project agreements, financial models, technical specification and other files provided by Renovatio Solutions LLC, Underwriters and Aon completed telephone risk control interviews, site inspection and observational site visit of feedstock testing. Risk control calls and site visits addressed Heat Material Balance results with Renovatio Solutions LLC feedstock with goal of understanding the efficiency and reliability of the Kompogas digester and Hitachi Zosen Inova (HZI) gas upgrader technology.

Specific data samples reviewed:

1. Historical and sample data of organics from collected residential waste in Richmond County, GA.
2. Historical data relating to the performance of biogas production technology including yields, for the Kompogas organics to biogas and digestate production system that is currently in place at
3. Historical run data, including yields, for the production and systems at 1680 Dixon Airline Road, Richmond County, GA.
4. Mass/Energy Balance for the core Kompogas processes in a digester biogas system: Anaerobic Digestion, Fuel Conversion, Distillation.

Risk Transfer and Insurance:
Aon is a leading insurance broker in the waste to energy industry with technical knowledge of the Kompogas digesters and experience working with many of the developers commercializing Kompogas's technology. Based on our pre-underwriting of the foregoing planned developments, Aon is pleased to provide confirmation and support of the following Insurance to be procured on behalf of Renovatio Solutions LLC.

- **Efficacy Insurance**
  To provide coverage for a performance event during start-up should a major component or the project does not meet the technical level of performance required by the technology provider or contractor. The policy provides the funds required to remediate and repair the project to meet the expected output.

- **Systems Performance Insurance**
  To provide coverage for a performance event during operations should a major component or the project does not meet the technical level of performance output and cash flow is insufficient to service project debt. The policy provides the funds required to service capital payments and can include operating expenses and expenses necessary to remediate and repair the project to meet the expected output.

- **Construction All Risk (CAR)**
  To provide coverage for the risk of loss arising out of the construction and installation of machinery, plant and steel structures, including physical damage to the contract works and equipment and machinery. Coverage for delay in start-up (DSU) costs is a coverage for Debt Service and other Soft Cost. Covered parties include the general contractor, subcontractors, and in some cases suppliers and manufacturers of equipment.

AON

- **Operational All Risk (OAR)**
  To provide coverage for the risk of loss arising out of the ongoing operations and maintenance of machinery, plant and steel structures, including physical damage to the equipment and machinery. Coverage for business interruption is a coverage for loss of income and other extra expense. Covered parties include the project owner and additional insured interests as may be required under contract.

- **Third Party Liability**
  To provide coverage for the risk of loss during construction and operations, which is typically designed to cover liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations; and advertising and personal injury (PI) liability (subject to the usual exclusions and coverage options).

- **Environmental Liability**
  To provide coverage for the risk of loss during construction, operations and decommissioning, which is typically designed to address the various financial losses that can occur from a pollution or contamination incident pollution conditions causing bodily injury, property damage and cleanup costs. The policy(ies) cover compensation to third parties for injury and property damage, clean-up costs, including third-party claims and statutory clean-up notices, civil fines and penalties, legal defense costs, natural resource damages and emergency response costs.

- **Directors and Officer Liability**

  To provide coverage for directors and officers for claims made against them while serving on a board of directors and/or as an officer. In effect, the policies function as "management errors and omissions liability insurance," covering claims resulting from managerial decisions that have adverse financial consequences.

Aon is prepared to provide the Renovatio Solutions LLC and its project/facility partners and/or purchasers, with a standard technology "wrap" insurance. Subject to the project specific requirements, terms, conditions, limits, and exclusions of the policies, Aon has confirmed the commercial availability of coverage and pre-qualified Augusta Biorefinery and Renovatio Solutions LLC with insurers with a minimum rating AM Best A Superior and S&P investment grade, conditional on complete underwriting review of the project.

We are available to discuss any questions your potential partners or customers may have.

Sincerely,

Daren Gretz
Senior Vice President

APPENDIX B: ENVIRONMENTAL INSURANCE EXPLAINED

What is Environmental Insurance?

Environmental insurance policies are designed to address the various financial losses that can occur from a pollution or contamination incident. These can include:

- Compensation to third parties for injury and property damage
- Clean-up costs, including third-party claims and statutory clean-up notices
- Civil fines and penalties
- Legal defense costs
- Natural resource damages
- Emergency response costs

Why is Environmental Insurance Important?

Environmental insurance is becoming a basic coverage requirement for manufacturers, utilities, property owners, developers, contractors and environmental consultants. As the variety and number of pollution risks increase — and, in many cases, coverage for environmental loss is excluded from, or is restricted by, standard property and casualty policies in regions including the U.S. and Europe — the need for environmental insurance is becoming more important.

More recently, we (Aon) have seen organizations looking at environmental insurance with a fresh perspective as they consider how insurance products may complement their objectives related to environmental, social and governance (ESG) issues and in response to climate-related risks and losses.

Environmental Site Liability

Environmental Site Liability (ESL) — or Pollution Legal Liability (PLL) — covers first- and third-party environmental risk stemming from owned real estate or property and operating facilities.

Contractors Pollution Liability

Contractors Pollution Liability (CPL) covers all contraction operations on a project or practice basis. Wrap-up programs are also available for construction projects covering all contractors at all tiers. Options to add E&O coverage to the policy are available in the marketplace.

Combined General Liability

Combined General Liability with CPL, ESL/PLL and Professional coverage are available for a wide range of manufacturing and construction clients, bridging the gap in general liability coverage caused by pollution exclusions.

Financial Responsibility Policies

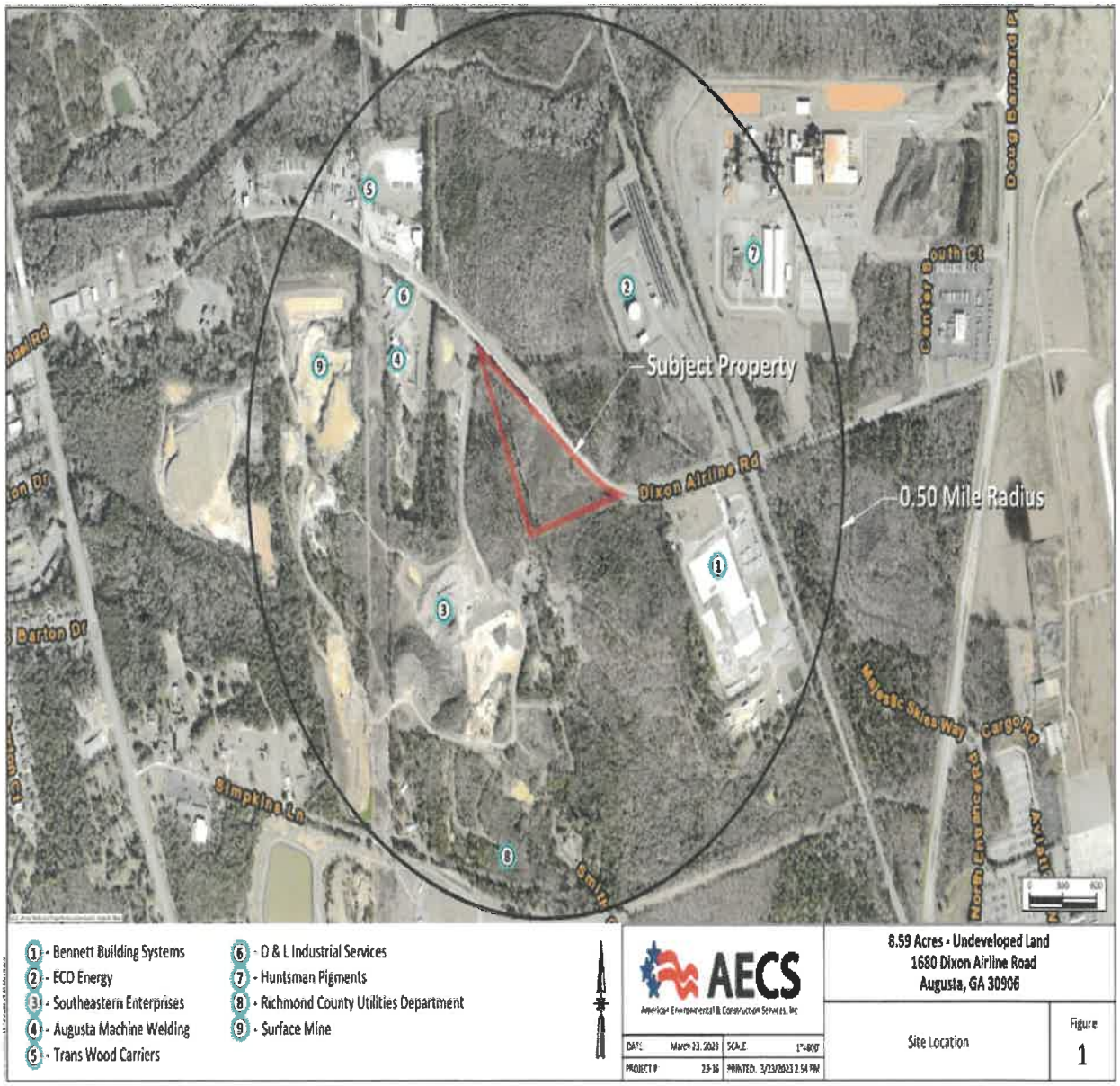
Financial Responsibility Policies, including above-ground and underground storage tank policies.

APPENDIX C: SITE SUITABILITY CRITERIA

The proposed RSL anaerobic digester will be regulated under Rule 391-3-4-.16(5)(f) and the criteria for site suitability are included under Rule 391-3-4-.16(6)(b). The following items are required to address the site suitability:

1. ***The facility shall submit a letter from the local government authority that the proposed facility complies with local zoning and land use ordinances.***
2. ***The facility shall submit written verification by the applicant that the facility is consistent with local or regional solid waste management plan, as required in Rule 391-3-4-.02(4)(c)05.***
3. ***The facility not located within 100-year flood plain.***
4. ***The facility shall submit a map of topographic setting depicting features, include all upstream and downstream drainage areas affecting or affected by the proposed site, floodplain, gullies,*** karst conditions, wetlands, unstable soils, and percent slope.
5. 100-ft undisturbed buffer between composting operations and property line.
6. 500-foot buffer between composting operation and any adjacent residences and/or drinking water wells.
7. 50-foot buffer between composting operations and any stream.
8. A description of surrounding land uses up to ½ mile radius.
9. Airport safety restrictions as required by Rule 391-3-4-.05(1)(c) for MSWLF units, shall be met.
10. The facility will submit a site assessment report, prepared by a professional geologist or engineer addressing the above criteria.

APPENDIX D: - PROPERTIES WITH ONE-HALF MILE OF 1680 DIXON AIRLINE ROAD



APPENDIX E: - DISTANCE BETWEEN PROJECT SITE AND CHURCH PROPERTY

1680 Dixon Airline Rd
to Spirit Creek Baptist Church

2 min
0.8 miles

IRS reimbursement: **$0.53**

Head northwest on Dixon Airline Rd. Go for 0.7 mi.

Then 0.7 miles

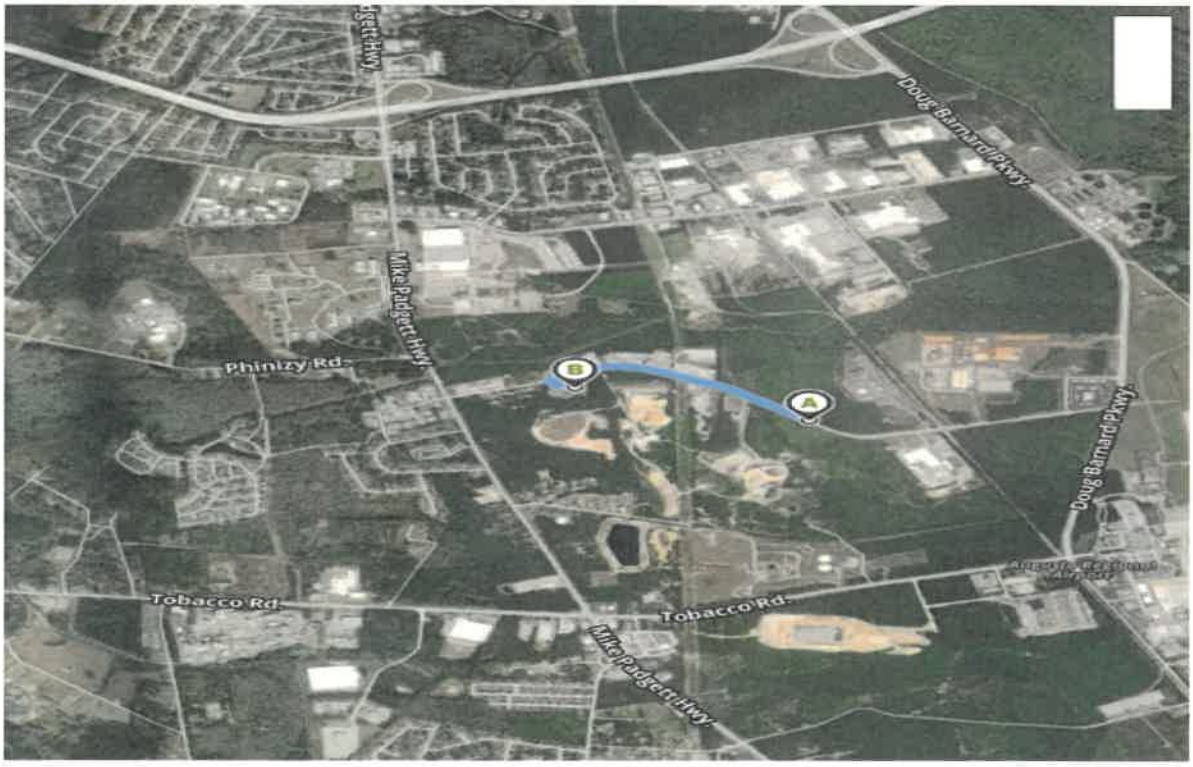
Turn left. Go for 167 ft.

Then 0.03 miles

Turn left. Go for 302 ft.

Then 0.06 miles

Spirit Creek Baptist Church
1782 Dixon Airline Rd, Augusta, GA 30906-8812



Source: https://www.mapquest.com/directions/list/1/from/us/ga/augusta/30906-9609/1680-dixon-airline-rd-33.38098,-81.98828/to/us/georgia/spirit-creek-baptist-church-404298102

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse
Interim Administrator

August 15, 2023

Hameed Malik, Director
Engineering and Environmental Services
452 Walker Street
Augusta, GA 30901

Dear Dr. Malik:

At their meeting held on Tuesday, August 15, 2023, the Augusta, Georgia Commission, acted on the following items:

25. Approved motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-266-00-0) 2436 Lumpkin Road.

26. Approved motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-253-03-0) 2504 Lumpkin Road.

27. Approved motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-251-01-0) 2502 Lumpkin Road.

28. Approved motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-265-00-0) 2438 Lumpkin Road.

29. Approved motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 097-3-253-000) 2506 Lumpkin Road.

31. Approved Award of "Augusta's Grounds and Landscaped Improvements Maintenance" Contract Part2 to Pond Maintenance of Augusta for Attached EXHIBIT A Contract Services, subject to receipt of signed contract and proper insurance documents. The Contract is effective 10/1/2023 for four years with an option to renew for one additional one-year terms. Also, approve $400,000/year to fund these contracted services. Requested by Engineering. RFP 22-301.

33. Approved motion to table this item until a future date and have a town meeting at a date and time to be determined with the company and any interested citizens to discuss Renovatio Solution. LLC (RLS) "Consistency Letter" request for Construction & Operation of Renewable Energy (Biofuel) Facility at 1680 Dixon Airline Road, Augusta, Georgia. Also, authorize Augusta Engineering & Environmental Services Director providing requested "Consistency Letter" (draft Letter attached) to RLS. Requested by Engineering.

If you have any questions, please contact me.

In Service,

Charles M. Jackson, Deputy Administrator

CJ/nd

NEWS RELEASE

FOR IMMEDIATE RELEASE:
August 24, 2023

DISTRICT 6 TOWN HALL MEETING

Facilitator: Commissioner Tony Lewis, District 6

WHAT: **Town Hall Community Information Meeting**

WHERE: **Diamond Lakes Regional Park Gymnasium**

WHEN: **August 29, 2023**

TIME: **6:00 P.M.**

WHY*:* Discussion regarding a request from **Renovation Solution**. LLC (RLS) for a **"Consistency Letter"** regarding the proposed **Construction & Operation of Renewable Energy (Biofuel) Facility at 1680 Dixon Airline Road**, Augusta, Georgia.

It is very important that we come together and have an open and honest dialogue regarding the potential impact the proposed facility will have on the community and to properly address them in an organized manner.

Together we can make a difference!!!

For more information, please contact:
Commissioner Tony Lewis, District 6
(706) 762-328-8491

Augusta
GEORGIA

Engineering Services Committee

November 28, 2023

Road Abandonment

Department: Law

Presenter: N/A

Caption: Motion to determine that the road beginning at the intersection of Doug Barnard Parkway and Newsprint Road, terminating at Graphic Packaging International, as shown on the attached map, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. Section 32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies) as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by Augusta Engineering Department and Augusta Utilities Department.

Background: Graphic Packaging International requested abandonment of the aforementioned road. See Exhibit "1" with attachments. The abandonment request has been reviewed by all essential county departments and administrators and approvals were received to this abandonment request.

Analysis: In addition to the information provided in the above Background section, publication notices will be made for a public hearing to be held, with results to be presented to the Commission. Notice to the property owners located thereon will be made, pursuant to O.C.G.A. Section 32-7-2(b)(1). See Exhibit "2".

Financial Impact: Cost of publication and advertisement of public hearing.

Alternatives: Approve or deny request to determine that the road beginning at the intersection of Doug Barnard Parkway and Newsprint Road and terminating at Graphic Packaging International be abandoned.

Recommendation: Approve determination and request for abandonment of the road beginning at the intersection of Doug Barnard Parkway pursuant to O.C.G.A. Section 32-7-2 with the abandoned property to be quit-claimed to the appropriate party(ies) as allowed by law and any easements as directed by the Augusta Engineering Department and the Augusta Utilities Department to be retained over the needed abandoned portion for existing or future utilities and drainage.

Funds are available in the following accounts:

REVIEWED AND APPROVED BY:

Graphic Packaging INTERNATIONAL

May 3, 2021

Terri L. Turner, AICP, CFM
Development Services Coordinator – Current Planning & Zoning
535 Telfair Street – Suite 300
Augusta, GA 30901

tturner@augustaga.gov

RE: Request for County Road Abandonment

Dear Terri:

Graphic Packaging International, LLC is requesting the abandonment of two roads in Augusta, Georgia. The first is the public right of way associated with County Road in south Augusta. County Road is located adjacent to Graphic Packaging International's property at 2434 Doug Barnard Parkway. The road begins at the intersection of Doug Barnard Parkway and Newsprint Road and terminates at Graphic Packaging International's property. County Road is shown outlined in red on the first photo provided with this letter.

The second road is Southern Glassine Road. This road runs along the southern edge of Graphic Packaging's property and is shown outlined in red in the second photo provided with this letter.

Thank you for your assistance in this process. Please let us know what the next steps are.

For legal issues and documents, please contact:

Laura Lynn Church
Vice President, Assistant General Counsel and Assistant Secretary
1500 Riveredge Parkway, Suite 100
Atlanta, Georgia 30328
(404) 372-5155

Sincerely,

Michael J. Farrell
Executive Vice President, Mills Division

cc: David Hand

Augusta, GA



Augusta GEORGIA

Department of Information Technology
Geospatial Information Solutions (GIS) Division
535 Telfair St Bldg 2000 | Augusta, GA 30901
www.augustaga.gov/gis | gis@augustaga.gov

Like, Follow, Share #AugustaGIS

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these for any reason without the written Augusta Commission.

Map Scale
1 inch = 400 feet

Print Date
Nov 1, 2023


Road to be Abandoned

Commission Meeting

December 5, 2023

Reduction in scope of Augusta Mini Theatre SPLOST VI project

Department: Administration / Finance

Presenter: Takiyah A. Douse, Interim Administrator and Timothy E. Schroer, CPA Deputy Finance Director

Caption: Motion to approve Augusta Mini Theatre request to reduce the seating of the proposed new theater from 250 seats to 100 seats, a 60% reduction in the scope of the project. **(Approved by Finance Committee November 28, 2023)**

Background: On February 19, 2009 the commission approved the project list for SPLOST phase VI, which included partial funding for a 250 seat theater for the Augusta Mini Theatre. The SPLOST phase VI referendum was approved by the voters on June 16, 2009.

The Augusta Mini Theatre was allocated $857,144 in funding to build a 250-seat theater if the terms of the challenge grant requirements were met (a 25% match with the project being completed no later than two years following the end of collection for SPLOST phase VI, which was March 31, 2018). In September 2018 the Augusta Mini Theatre requested and was granted an extension until May 2021 to complete the proposed 250 seat theater. The estimated cost for the theater in August 2018 was $4 million.

At the February 15, 2022 commission meeting the commission approved a 365-day extension for the Augusta Mini Theatre project. This action was later rescinded and replaced by commission action on June 21, 2022.

On June 21, 2022 the Augusta Commission granted the Augusta Mini Theatre a second extension to complete a 250-seat theater and allocated an additional $500,000 to the project. The contract specified that construction would be completed by October 31, 2025 and complete funding would be available by August 31, 2023.

On August 24, 2023 Tyronne Butler, Executive Director of the Augusta Mini Theatre submitted a funding update for the project. An additional funding update was provided on October 17, 2023. See below:

100 seat theater	
Proposed Project Budget	$1,910,420
Funding	
Augusta Mini Theater	
- cash on hand	198,932
- Community Foundation funds	304,819
Total Augusta Mini Theatre Funding	503,751
Pledged funds - dependent up authorization of SPLOST Funds	49,525
Augusta SPLOST VI - Initial Funding	857,144
Augusta SPLOST VI - Supplemental Funding	500,000
Total Funding Available 10-17-2023	1,910,420

Analysis: The request from the Augusta Mini Theatre will reduce the number of seats by 150 from 250 seats to 100 seats. This represents a 60% reduction in the scope of the project. The proposed project also does not include a dedicated stage sound system or stage lighting system. Details regarding operational costs and funding were not provided.

The reduction of the scope of the project changes the funding allocation percentages. See below:

Funding Allocation	Original Proposal		Revised Proposal	
Augusta Mini Theatre	$ 3,142,856	78.6%	$ 553,276	29.0%
Augusta - SPLOST	$ 857,144	21.4%	$1,357,144	71.0%
Total	**$ 4,000,000**	**100.0%**	**$1,910,420**	**100.0%**

Financial Impact: Funding is available in SPLOST phase VI in the approved amount of $857,144 and additional funding $500,000 – Fund 328

Alternatives:

- Approve request to reduce the scope of the project
- Deny request – reallocate project funds per SPLOST regulations
- Extend deadline to allow Augusta Mini Theatre to raise funds for project as originally proposed.

Recommendation:

Funds are available in the following accounts: 328-06-4310 / 5721110

REVIEWED AND APPROVED BY:

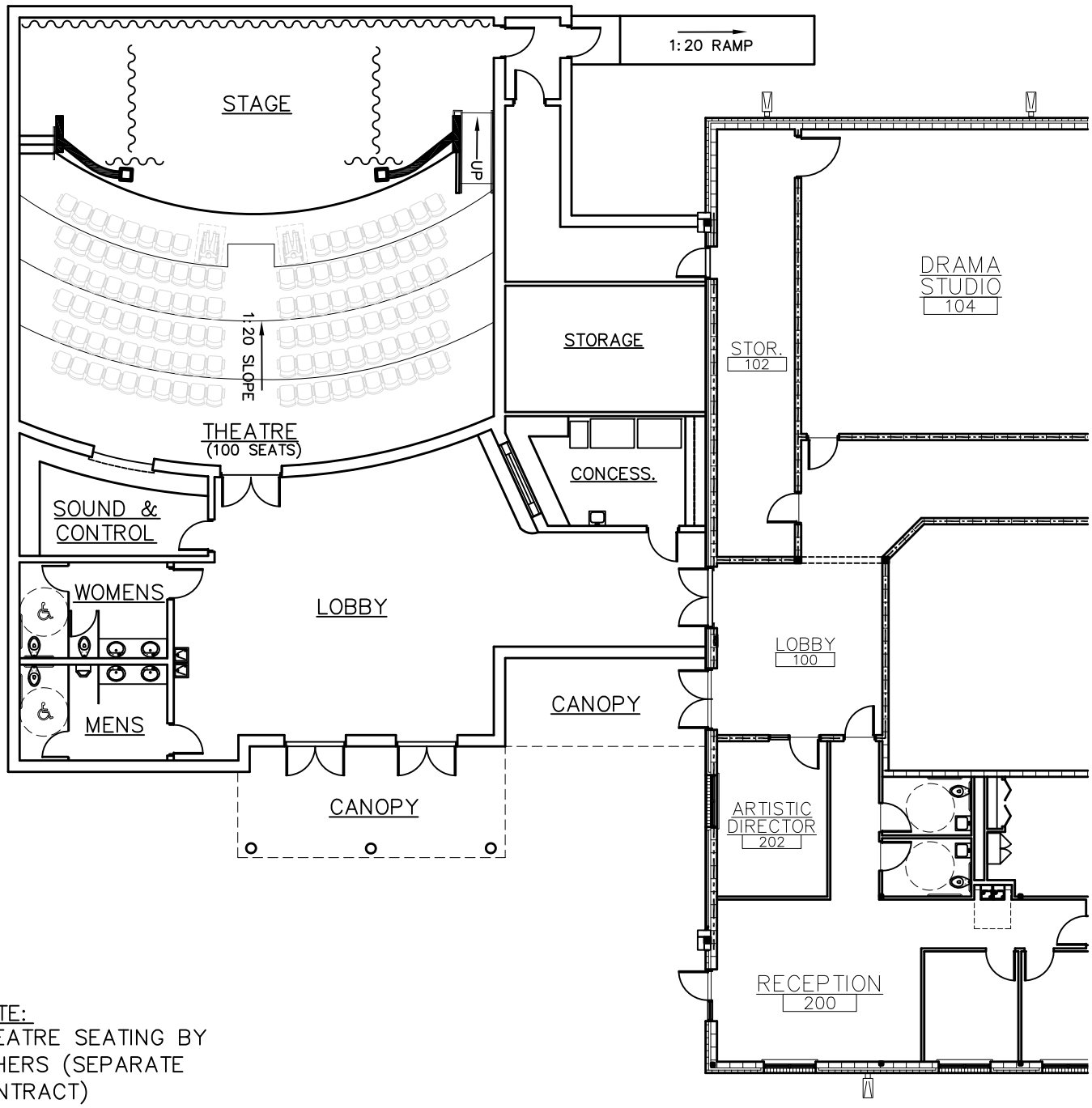
2KM ARCHITECTS, INC.
529 Greene Street
Augusta, Georgia 30901

Project Name: Augusta Mini Theatre - Phase 2
Project Number: 2018-23
Date: 8/9/2023

Augusta Mini Theatre - Phase 2 Theatre Addition
Construction Budget Information

	Item	Amount (sf, unit cost)	Cost / sf	Total
1.	**Building Construction**	3430	$ 300.00	$ 1,029,000.00
2.	**Sitework**	minimal	approx. lump sum	$ 150,000.00
3.	**Seating**	100	$ 400.00	$ 40,000.00
4.	**Stage Sound System**	minimal approach	Future $150K	$ -
5.	**Stage Lighting System**	minimal approach	Future $200K	$ -
6.	**Stage Rigging/Curtains**	minimal approach	approx. lump sum	$ 150,000.00
7.	**Parking**	50	$ 5,000.00	$ 250,000.00
			Subtotal:	**$ 1,619,000.00**
			A/E Fees (7%)	$ 113,330.00
			Other Expenses (1%)	$ 16,190.00
			Contingency (8%)	$ 129,520.00
			Testing, Special Inspections, & Commissioning (2%)	$ 32,380.00
			Total:	**$ 1,910,420.00**

Program Per 5200 GSF:	**GSF**
Theatre (100 x 11sf per person)	1100
Stage (25' x 15')	390
Backstage Area	0
Lobby (33' x 30')	990
Concessions (12' x 20')	215
Toilet Rms (2) (20' x 15')	300
Sound/Lighting (19' x 10')	195
Dressing	0
Exit Corridor	240
	3430



NOTE:
THEATRE SEATING BY OTHERS (SEPARATE CONTRACT)

NEW THEATRE – SCHEME "E"

SCALE: 1/16"= 1'–0"

3,430 GSF

DRAWING NO. SC.E	PRINT 1:1 PAPER 11x17	DRAWING TITLE: THEATRE SCHEME "E"	THE NEW AUGUSTA MINI THEATRE PHASE II 2548 DEANS BRIDGE RD AUGUSTA, GEORGIA	2KM ARCHITECTS, INC. MEMBERS–AIA 529 GREENE STREET 30901 (706)736–3333 FAX(706)736–7100	652
		PROJECT NO. 18–23 / DRAWN BY: MP/BS / DATE 08/11/2023		This document is the property of 2KM Architects, Inc. The unauthorized reproduction, copying, or otherwise use of this document is strictly prohibited and any infringement thereupon may be subject to legal action. Copyright © 2023, 2KM Architects, Inc.	

Commission Meeting

December 5, 2023

Water & Sewer Bonds

Department:	Finance/ Water & Sewer
Presenter:	Timothy E. Schroer, Deputy Finance Director
Caption:	Motion to **approve** resolution authorizing bond parameters and validation process for the issuance of Water and Sewer Bonds. **(Approved by Finance Committee November 28, 2023)**
Background:	On September 3, 2023 the commission authorized the issuance of $80 million in revenue bonds to support Water and Sewer department projects and to refund existing bonds if market conditions were favorable.
Analysis:	This is the next step in the process of issuing bonds, the attached resolution authorizes issuance of bonds based on defined parameters the validation process to proceed. It is anticipated that bonds would be issued in the first quarter of 2024. On the sale date the commission will be presented with the terms (lowest bidder and interest rate) of the bond sale and will be requested to approve the sale.
Financial Impact:	Debt service would be provided from water and sewer operations.
Alternatives:	
Recommendation:	Approve motion to proceed
Funds are available in the following accounts:	Water and Sewer operations.

REVIEWED AND APPROVED BY:

SERIES 2024 BOND RESOLUTION

ADOPTED DECEMBER __, 2023

BY THE AUGUSTA-RICHMOND COUNTY COMMISSION

RELATING TO

AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING
AND IMPROVEMENT BONDS,
SERIES 2024

TABLE OF CONTENTS

This Table of Contents is for convenience of reference only and is not part of this Series 2024 Bond Resolution.

ARTICLE I DEFINITIONS 5

Section 1.1. Definitions 5

ARTICLE II THE SERIES 2024 BONDS 7

Section 2.1. Authorization; Designation of Series 2024 Bonds 7
Section 2.2. Parity Certification 7
Section 2.3. Series 2024 Bond Details 8
Section 2.4. Form of Series 2024 Bonds 8
Section 2.5. Global Form; Securities Depository; Ownership of Series 2024 Bonds 19

ARTICLE III REDEMPTION OF SERIES 2024 BONDS 21

Section 3.1. Optional and Mandatory Redemption of Series 2024 Bonds 21

ARTICLE IV CONSTRUCTION FUND; SALE OF SERIES 2024 BONDS AND CUSTODY AND APPLICATION OF PROCEEDS; REFUNDING PROGRAM 22

Section 4.1. Series 2024 Project Account 22
Section 4.2. Sale of Series 2024 Bonds; Application of Proceeds of Series 2024 Bonds 22
Section 4.3. Redemption of Refunded Bonds 23
Section 4.4. Direction to Paying Agent for the Refunded Bonds 23
Section 4.5. Creation of 2012 Defeasance Account 23
Section 4.6. Termination of Rights 24

ARTICLE V PLEDGED REVENUES AND FLOW OF FUNDS 25

Section 5.1. Ratification and Incorporation; Amendments Generally 25
Section 5.2. Amendment of Revenue Fund Provisions of Master Resolution 25
Section 5.3. Amendment of Sinking Fund Provisions of Master Resolution 25
Section 5.4. Amendment of Investment Provisions of Master Resolution 28

ARTICLE VI GENERAL PROVISIONS 29

Section 6.1. Ratification and Incorporation 29
Section 6.2. Amendments Related to Subordinate Bonds 29

ARTICLE VII GENERAL PROVISIONS 30

Section 7.1. Continuing Disclosure for Series 2024 Bonds 30

ARTICLE VIII MISCELLANEOUS PROVISIONS 31

Section 8.1. Continuance and Effect of Bond Resolution 31
Section 8.2. Designation of Bond Registrar and Paying Agent for the Series 2024 Bonds 31

Section 8.3. Validation of Series 2024 Bonds 31
Section 8.4. Preliminary Official Statement; Official Statement; and Deemed Final Certificate 31
Section 8.5. Authorization of Series 2024 Registrar and Paying Agent Agreement.....32
Section 8.6. Effective Date 32
Section 8.7. Repeal of Conflicting Resolutions.....32
Section 8.8. General Authorization.....33
Section 8.9. Waiver of Bond Audit.....33
Section 8.10. Bond Resolution Constitutes a Contract.....33

EXHIBIT A – SERIES 2024 PROJECT LIST
EXHIBIT B – NOTICE OF PROVISION FOR PAYMENT
EXHIBIT C – NOTICE OF CALL FOR REDEMPTION

SERIES 2024 BOND RESOLUTION

A SERIES 2024 BOND RESOLUTION TO RATIFY, REAFFIRM, SUPPLEMENT, AND AMEND THAT CERTAIN MASTER BOND RESOLUTION ADOPTED ON OCTOBER 16, 2012, AS SUPPLEMENTED AND AMENDED BY THAT CERTAIN PARITY BOND RESOLUTION ADOPTED ON JUNE 18, 2013; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON JULY 16, 2013; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON AUGUST 25, 2014; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON SEPTEMBER 16, 2014; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON SEPTEMBER 5, 2017; THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON OCTOBER 17, 2017; AND THAT CERTAIN SUPPLEMENTAL BOND RESOLUTION ADOPTED ON NOVEMBER 5, 2019; TO PROVIDE FOR THE ISSUANCE BY AUGUSTA, GEORGIA OF ITS WATER AND SEWERAGE REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2024 FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF ITS OUTSTANDING WATER AND SEWERAGE REVENUE REFUNDING AND IMPROVEMENT BONDS (SECOND RESOLUTION), SERIES 2012 AND FOR THE PURPOSE OF FINANCING THE COSTS OF MAKING ADDITIONS, EXTENSIONS, AND IMPROVEMENTS TO ITS WATER AND SEWER SYSTEM; TO PROVIDE TERMS, PROVISIONS, AND CONDITIONS FOR THE ISSUANCE OF ITS WATER AND SEWERAGE REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2024; AND FOR OTHER RELATED PURPOSES.

WHEREAS, Augusta, Georgia (the "Consolidated Government"), acting by and through its governing body, the Augusta-Richmond County Commission (the "Commission"), by a Master Bond Resolution duly and validly adopted on October 16, 2012 (the "Master Resolution"), as supplemented and amended by a Parity Bond Resolution duly and validly adopted on June 18, 2013, a Supplemental Bond Resolution duly and validly adopted on July 16, 2013 (collectively the "Series 2013 Resolution"), as further supplemented and amended by a Series 2014 Bond Resolution duly and validly adopted on August 25, 2014 and a Supplemental Series 2014 Bond Resolution duly and validly adopted on September 16, 2014 (collectively the "Series 2014 Resolution"), as further supplemented and amended by a Series 2017 Bond Resolution duly and validly adopted on September 5, 2017 and a Supplemental Series 2017 Bond Resolution duly and validly adopted on October 17, 2017 (collectively the "Series 2017 Resolution"), and as further supplemented and amended by a Series 2019 Bond Resolution duly and validly adopted on November 5, 2019 (the "Series 2019 Resolution"), authorized, issued, and delivered (1) $138,830,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012 (the "Series 2012 Bonds"), which are currently outstanding in the aggregate principal amount of $129,310,000; (2) $22,070,000 in original aggregate principal amount of its Water and Sewerage Taxable Revenue Bonds (Second Resolution), Series 2013 (the "Series 2013 Bonds"), which are currently

outstanding in the aggregate principal amount of $12,420,000; (3) $169,180,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2014 (the "Series 2014 Bonds"), which are currently outstanding in the aggregate principal amount of $160,565,000; (4) $94,895,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), which are currently outstanding in the aggregate principal amount of $67,020,000; and (5) $21,000,000 in original principal amount of its Water and Sewerage Taxable Revenue Bond, Series 2019 (the "Series 2019 Bond"), which is currently outstanding in the principal amount of $16,920,000; and

WHEREAS, terms used in this Series 2024 Bond Resolution and not otherwise defined herein shall have the meaning assigned to such terms in the Master Resolution, as supplemented and amended by the Series 2013 Resolution, the Series 2014 Resolution, the Series 2017 Resolution and the Series 2019 Resolution (collectively the "Prior Resolution"); and

WHEREAS, under the terms of the Prior Resolution, the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014 Bonds, the Series 2017 Bonds and the Series 2019 Bond (collectively the "Prior Bonds") are special limited obligations of the Consolidated Government payable solely from and secured by a first priority pledge of and lien on the Pledged Revenues; and

WHEREAS, the Master Resolution provides for the issuance under certain conditions of Additional Bonds payable from and secured by Pledged Revenues and ranking on a parity as to the pledge of and lien on the Pledged Revenues with the Prior Bonds; and

WHEREAS, the Consolidated Government has determined that there is a need for the improvement, betterment, and extension of the System, all as described in the project list entitled "Series 2024 Project List" attached hereto as Exhibit A, prepared by the Augusta Utilities Department, which is incorporated herein by reference, and in accordance or substantially in accordance with plans and specifications on file from time to time with the Consolidated Government (the "Series 2024 Project"), and the Consolidated Government presently anticipates that the cost of the Series 2024 Project to be financed by the Series 2024 Bonds hereinafter authorized will be approximately $80,000,000; and

WHEREAS, after a thorough and detailed review and upon the recommendation of its financial advisor, Davenport & Company LLC (the "Financial Advisor"), the Consolidated Government has determined that should market conditions present the opportunity to achieve debt service savings, the Consolidated Government at this time should refund all or a portion of the Series 2012 Bonds (the "Refunded Bonds"); and

WHEREAS, the Financial Advisor has further recommended and the Consolidated Government has concurred that the refunding of the Refunded Bonds should be accomplished by making due and legal provision for the redemption of the Refunded Bonds on the date of redemption provided herein by paying the principal amount and the interest to accrue thereon to the date of redemption and the payment of all expenses necessary to accomplish the foregoing, all as hereinafter provided; and

WHEREAS, the Consolidated Government has determined that it is in the best interests of the citizens of the area served by the System for the Consolidated Government to refund the Refunded Bonds, to make the additions, extensions, and improvements to the System described above, and to finance the costs of the foregoing by issuing its Water and Sewerage Revenue Bonds in one or more series with such specific series description as to the purpose or purposes of such series and year designation as set forth in the related Supplemental Resolution for such series (the "Series 2024 Bonds") in an aggregate principal amount not to exceed $220,000,000 (of which not to exceed $85 million of Series 2024 Bonds is expected to be applied to the financing of the Series 2024 Project and not to exceed $135 million of Series 2024 Bonds will potentially be applied to the refunding of the Refunded Bonds if the refunding occurs); and

WHEREAS, the Prior Bonds are the only presently outstanding revenue bonds or obligations of the Consolidated Government secured by a pledge of and lien on the Pledged Revenues, and the Consolidated Government is now complying in all respects with the terms, provisions, and covenants of the Prior Resolution and is maintaining the respective special funds therein created in the full amount as required; and

WHEREAS, the Series 2024 Bonds to be issued by the Consolidated Government shall be Additional Bonds payable from and secured by Pledged Revenues and shall rank on a parity as to the pledge of and lien on the Pledged Revenues with the Prior Bonds (excluding the Refunded Bonds), as permitted under Article VI of the Master Resolution; and

WHEREAS, in order to further secure the principal of and interest on the Series 2024 Bonds if market conditions are favorable to do so, the Consolidated Government may elect to cause a Credit Facility (as defined in the Prior Resolution) and/or a Reserve Account Credit Facility (as defined in the Prior Resolution) to be issued by a municipal bond insurance company selected by the Consolidated Government; and

WHEREAS, Section 6.6 of the Master Resolution provides that (1) the Consolidated Government will adopt a Series Resolution authorizing the issuance of any additional Bonds and reciting that the requirements of Article VI of the Master Resolution have been satisfied, and will set forth in such proceedings, among other things, the date or dates such additional Bonds will bear and the rate or rates of interest, interest payment date or dates, maturity date or dates, and redemption provisions with respect to such additional Bonds and any other matters applicable to such additional Bonds as the Consolidated Government may deem advisable; (2) any such Series Resolution will restate and reaffirm, by reference, all of the applicable terms, conditions, and provisions of the Bond Resolution not modified by the Series Resolution; and (3) all additional Bonds, any Series Resolution providing for such additional Bonds, and all proceedings relative thereto and the security therefor shall be validated as then prescribed by law; and

WHEREAS, the Master Resolution requires a Series Resolution to establish the date or dates of the pertinent series of Bonds, the schedule of maturities of such Bonds, whether any such Bonds will be Compound Interest Bonds, the name of the purchaser(s) of such series of Bonds, the purchase price thereof, the rate or rates of interest to be borne thereby, whether fixed or variable, the interest payment dates for such Bonds, the terms and conditions, if any, under which such Bonds may be made subject to redemption (mandatory or optional) prior to maturity, the form of such Bonds, and such other details as the Consolidated Government may determine; and

WHEREAS, upon the issuance of the Series 2024 Bonds, the Prior Bonds (excluding the Refunded Bonds) and the Series 2024 Bonds will be the only outstanding water and sewerage revenue bonds having a lien on the Pledged Revenues and the Prior Bonds (excluding the Refunded Bonds), the Series 2024 Bonds and any Additional Bonds will be payable solely from, and secured by, a first priority pledge of and lien on the Pledged Revenues; and

WHEREAS, prior to the actual issuance and delivery of the Series 2024 Bonds herein authorized to be issued, the Consolidated Government will enter into a registrar and paying agency agreement with U.S. Bank Trust Company, National Association, with respect to each series of the Series 2024 Bonds pursuant to which said bank will agree to act as Paying Agent and Bond Registrar for such series of Series 2024 Bonds and to perform various functions with respect to the Series 2024 Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions

(a) The definitions contained in the Master Resolution, particularly Article I thereof, are hereby amended, modified, and supplemented as follows, and the following terms shall have the meanings specified below, unless the context clearly requires otherwise. Capitalized terms not otherwise defined herein shall have such meanings set forth in the Prior Resolution.

"**Authorized Denominations**" means, with respect to the Series 2024 Bonds, $5,000 and any integral multiple thereof.

"**Bond Registrar**" means, with respect to the Series 2024 Bonds, U.S. Bank Trust Company, National Association (formerly U.S. Bank National Association).

"**Interest Payment Date**" means, with respect to each series of the Series 2024 Bonds, each April 1 and October 1, commencing on the April 1 or October 1 as specified in the Supplemental Resolution relating to such series.

"**Paying Agent**" means, with respect to the Series 2024 Bonds, U.S. Bank Trust Company, National Association (formerly U.S. Bank National Association).

"**Prior Bonds**" means, collectively, the Series 2012 Bonds, the Series 2013 Bonds, the Series 2014 Bonds, the Series 2017 Bonds and the Series 2019 Bond.

"**Prior Resolution**" means the Master Resolution, as supplemented and amended by the Series 2013 Resolution, the Series 2014 Resolution, the Series 2017 Resolution and the Series 2019 Resolution.

"**Record Date**" means, with respect to the Series 2024 Bonds, the 15th day (whether or not a business day) of the calendar month next preceding an Interest Payment Date.

"**Refunded Bonds**" means, with respect to this Series 2024 Resolution, those Series 2012 Bonds maturing on and after October 1, 2024 as specifically identified in the Supplemental Resolution to be adopted by the Governing Body prior to the issuance of the Series 2024 Bonds.

"**Series 2024 Bonds**" means the Consolidated Government's Water and Sewerage Revenue [Refunding][and] [Improvement] Bonds, Series 202__, which may be issued in more than one series with such specific series description as to the purpose or purposes of such series and year designation as set forth in a Supplemental Resolution related to such series, in the original aggregate principal amount not to exceed $220,000,000 (of which not to exceed $85 million of Series 2024 Bonds is expected to be applied to the financing of the Series 2024 Project and not to exceed $135 million of Series 2024 Bonds will potentially be applied to the refunding of the Refunded Bonds if the refunding occurs), authorized under Section 2.1.

"**Series 2024 Capital Improvement Account**" means the Series 2024 Capital Improvement Account within the Construction Fund established in Article IV.

"**Series 2024 Disclosure Certificate**" means the continuing disclosure certificate of the Consolidated Government with respect to a series of Series 2024 Bonds, dated as of the date of the issuance of such series of Series 2024 Bonds, as amended from time to time in accordance with its terms.

"**Series 2024 Project**" means the Project generally described in the project list entitled "Series 2024 Project List" attached hereto as Exhibit A, prepared by the Augusta Utilities Department, which is incorporated herein by reference, and in accordance or substantially in accordance with the plans and specifications on file from time to time with the Consolidated Government.

"**Series 2024 Paying Agent and Bond Registrar Agreement**" means the Paying Agent and Bond Registrar Agreement, to be dated the date of its execution and delivery, between the Consolidated Government and U.S. Bank Trust Company, National Association, relating to the Series 2024 Bonds of each series, as amended, modified, or replaced.

"**Series 2024 Resolution**" means this Series 2024 Bond Resolution.

"**2012 Bond Registrar" and** "**2012 Paying Agent**" means U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), as bond registrar and paying agent for the Series 2012 Bonds.

"**2012 Defeasance Account**" means the 2012 Defeasance Account established in Section 4.5.

(b) Subject to the conditions set forth in Section 5.1 hereof, the definition of "Debt Service Reserve Requirement" as set forth in Section 1.1 of the Master Resolution is hereby deleted in its entirety and the following is substituted in lieu thereof:

"**Debt Service Reserve Requirement**" means, as of any date of calculation, (i) with respect to the Prior Bonds, an amount equal to the least of (a) 10% of the original principal amount of the Prior Bonds, (b) 50% of the maximum annual Debt Service Requirement on the Prior Bonds payable in any Fiscal Year or (c) 125% of the average annual Debt Service Requirement on the Prior Bonds payable in the then current or any succeeding Fiscal Year, and (ii) with respect to Additional Bonds, including the Series 2024 Bonds, the amount, if any, set forth in a Supplemental Resolution authorizing such Additional Bonds.

ARTICLE II

THE SERIES 2024 BONDS

Section 2.1. Authorization; Designation of Series 2024 Bonds

The Consolidated Government hereby authorizes the execution, issuance, and delivery of Bonds to be issued in one or more series with such specific series description as to the purpose or purposes of such series and year designation as set forth in the Supplemental Resolution for such series in the original aggregate principal amount not to exceed $220,000,000 (of which not to exceed $85 million of Series 2024 Bonds is expected to be applied to the financing of the Series 2024 Project and not to exceed $135 million of Series 2024 Bonds will potentially be applied to the refunding of the Refunded Bonds if the refunding occurs), to be designated "Augusta, Georgia Water and Sewerage [Refunding][and][Improvement]Revenue Bonds, Series 202__," which shall be executed, issued, and delivered under, and secured by, the Prior Resolution, as supplemented and amended by this Series 2024 Resolution, and the proceeds of which shall be used to (a) refund the Refunded Bonds, (b) fund the Series 2024 Project, (c) fund any required debt service reserve account, with cash or through payment of premium for a Reserve Account Credit Facility and (d) pay costs of issuance of the Series 2024 Bonds, including the premium for any Credit Facility in the event that market conditions are favorable to obtain such at the time of the issuance of a series of Series 2024 Bonds.

Section 2.2. Parity Certification

The Consolidated Government hereby finds, determines, declares, and certifies that it has fulfilled, or will fulfill, prior to the issuance and delivery of the Series 2024 Bonds, all of the applicable requirements of Article VI of the Master Resolution that are conditions precedent to the issuance of the Series 2024 Bonds as Additional Bonds, namely:

(a) There will be procured and filed with the Consolidated Government a report by an Independent Certified Public Accountant to the effect that the historical Net Operating Revenues and Investment Earnings (excluding Investment Earnings, if any, on the Construction Fund) for a period of 12 consecutive months of the most recent 24 consecutive months prior to the issuance of the proposed Additional Bonds were equal to at least 125% of the maximum annual Debt Service Requirement on all Senior Bonds that will be Outstanding immediately after the issuance of the proposed Additional Bonds, in the then current or any succeeding Fiscal Year.

(b) The Consolidated Government will receive a report from an Independent Certified Public Accountant to the effect that the payments required to be made into each account of the Sinking Fund have been made and the balance in each account of the Sinking Fund is not less than the balance required by the Bond Resolution as of the date of issuance of the Series 2024 Bonds.

(c) This Series 2024 Resolution requires the proceeds of the Series 2024 Bonds to be used to make capital improvements to the System, to fund interest on the Series 2024 Bonds, to acquire existing or proposed water or sewer utilities, to refund other obligations issued for such purposes (whether or not such refunding Bonds satisfy the requirements of Section 6.2 of the

Master Resolution), to fund debt service reserve funds for Bonds, and to pay expenses incidental thereto and to the issuance of the Series 2024 Bonds.

(d) None of the Series 2024 Bonds will bear interest at a Variable Rate.

(e) The Administrator of the Consolidated Government and the Director of the Utilities Department of the Consolidated Government will certify, by written certificate dated as of the date of issuance of the Series 2024 Bonds, that the Consolidated Government is in compliance with all requirements of the Bond Resolution.

(f) The Consolidated Government will receive an opinion of Bond Counsel, dated as of the date of issuance of the Series 2024 Bonds, to the effect that this Series 2024 Resolution and any related Supplemental Resolution have been duly adopted by the Consolidated Government.

The Series 2024 Bonds shall be Additional Bonds payable from and secured by Pledged Revenues and shall rank on a parity as to the pledge of and lien on the Pledged Revenues with the Prior Bonds (excluding the Refunded Bonds), pursuant to authorization granted by Article VI of the Master Resolution.

Section 2.3. Series 2024 Bond Details

The Series 2024 Bonds of each series shall be dated the date of issuance and delivery thereof. The Series 2024 Bonds shall be numbered in a convenient manner, established by the Bond Registrar and shown by the Bond Register.

The Series 2024 Bonds of each series shall bear interest at the rates per annum to be specified in a Supplemental Resolution to be adopted by the Governing Body (but which shall not in any event exceed a maximum per annum rate of interest of 6.00%), computed on the basis of a 360-day year consisting of twelve 30-day months, payable semiannually on each April 1 and October 1 of each year, commencing on the April 1 or October 1 specified as to each series in a Supplemental Resolution and shall mature on October 1, in the years (and with respect to each series of Series 2024 Bonds, having a final maturity not in excess of 40 years from the date of issuance and delivery of each series of Series 2024 Bonds, but no later than October 1, 2064) and in the principal amounts to be specified in a Supplemental Resolution to be adopted by the Governing Body (provided the principal of and interest on the Series 2024 Bonds payable in any Fiscal Year shall not in any event exceed a maximum amount of $40,000,000), unless earlier called for redemption.

The Series 2024 Bonds that mature on October 1 of the years to be specified in a Supplemental Resolution to be adopted by the Governing Body may be Term Bonds.

Section 2.4. Form of Series 2024 Bonds

The Series 2024 Bonds, the Validation Certificate, and the Bond Registrar's Certificate of Authentication shall be in substantially the form set out below, with such variations, omissions, substitutions, and insertions as are required or permitted by the Bond Resolution.

[FORM OF SERIES 2024 BOND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company ("DTC"), a New York corporation, to the Consolidated Government or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF GEORGIA
AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE [REFUNDING] [IMPROVEMENT] BOND, SERIES 202__

Number R-___ $_____

Maturity Date	Interest Rate	Dated	CUSIP
October 1, 20__	_____%	_____, 2024	

Registered Owner: Cede & Co.

Principal Amount: $_____

KNOW ALL MEN BY THESE PRESENTS that **AUGUSTA, GEORGIA** (the "Consolidated Government"), a political subdivision of the State of Georgia, existing as such under and by virtue of the Constitution, statutes and laws of the State of Georgia, for value received, hereby promises to pay (but only out of the sources provided) to the registered owner identified above, or registered assigns, on the Maturity Date stated above, unless this Bond shall have been called for redemption prior to maturity and payment of the redemption price shall have been duly made or provided for, the principal amount identified above and to pay (but only out of the sources provided) interest on the balance of such principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as hereinafter defined) with respect to which interest has been paid or duly provided for, until payment of such principal sum has been made, at the interest rate per annum shown above (computed on the basis of a 360-day year consisting of twelve 30-day months) on April 1 and October 1 of each year (each an "Interest Payment Date") commencing _____ 1, [2024], until the payment of the principal amount of this Bond in full, and promises to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest, at such rate.

Principal of and redemption premium, if any, on this Bond are payable when due in lawful money of the United States of America upon presentation and surrender of this Bond at the designated corporate trust office of U.S. Bank Trust Company, National Association, Atlanta, Georgia, as registrar and paying agent (the "Bond Registrar" or the "Paying Agent"). Payment of interest on this Bond shall be made to the registered owner and shall be paid in lawful money of the United States of America by check or draft mailed on the applicable Interest Payment Date to such registered owner as of the close of business on the 15th day of the calendar month (the "Record Date") immediately preceding such Interest Payment Date at its address as it appears on the registration books (the "Bond Register") of the Consolidated Government maintained by the Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

Notwithstanding the foregoing, however, interest on this Bond shall be payable to any registered owner of more than $1,000,000 in aggregate principal amount of the Bonds of the same series as this Bond (including this Bond) by deposit of immediately available funds to the account of such registered owner maintained with the Paying Agent or transmitted by wire transfer to such registered owner at an account maintained at a commercial bank located within the United States of America, if the Paying Agent receives from such registered owner written deposit or wire transfer instructions prior to the Record Date preceding the Interest Payment Date for which the deposit or wire transfer is requested.

This Bond is one of a series of $_____ in original aggregate principal amount of revenue bonds designated "Augusta, Georgia Water and Sewerage Revenue [Refunding and] [Improvement] Bonds, Series 202__" (the "Series 2024 Bonds"), issued by the Consolidated Government pursuant to and in full compliance with the provisions of the Constitution and statutes of the State of Georgia, including specifically, but without limitation, Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the "Revenue Bond Law," as amended. The Series 2024 Bonds have been authorized by a Series 2024 Bond Resolution duly adopted by the Consolidated Government on December __, 2023, as supplemented and amended by a Supplemental Series 2024 Bond Resolution duly adopted by the Consolidated Government on _____, 2024 (collectively the "Series 2024 Resolution") and are issued pursuant to the Series 2024 Resolution and the Prior Resolution (hereafter defined), for the purpose of (i) refunding $_____ in aggregate principal amount of the Consolidated Government's Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012 (the "Refunded Bonds"), (ii) financing the costs of making additions, extensions, and improvements to the Consolidated Government's existing water and sewer system (the "System"), **[(iii) funding a debt service reserve account for the Series 2024 Bonds,]** and (iv) paying the expenses necessary to accomplishing the foregoing. [Under the Series 2024 Bond Resolution, the Consolidated Government authorized the issuance of the Series 2024 Bonds in more than one series in an aggregate principal amount up to $220 million, of which this series is a part.]

The Series 2024 Resolution was adopted subject to and in conformity with the provisions of a Master Bond Resolution (the "Master Resolution") duly and validly adopted by the Consolidated Government on October 16, 2012, as supplemented and amended by a Parity Bond Resolution duly and validly adopted on June 18, 2013 and a Supplemental Bond Resolution duly and validly adopted on July 16, 2013 (collectively the "Series 2013 Resolution"), as further supplemented and amended by a Series 2014 Bond Resolution duly and validly adopted on August

25, 2014 and a Supplemental Series 2014 Bond Resolution duly and validly adopted on September 16, 2014 (collectively the "Series 2014 Resolution"), as further supplemented and amended by a Series 2017 Bond Resolution duly and validly adopted on September 5, 2017 and a Supplemental Series 2017 Bond Resolution duly and validly adopted on October 17, 2017 (collectively the "Series 2017 Resolution"), and as further supplemented and amended by a Series 2019 Bond Resolution duly and validly adopted on November 5, 2019 (the "Series 2019 Resolution") authorizing the issuance of (1) $138,830,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012 (the "Series 2012 Bonds"), which are currently outstanding in the aggregate principal amount of $129,310,000; (2) $22,070,000 in original aggregate principal amount of its Water and Sewerage Taxable Revenue Bonds (Second Resolution), Series 2013 (the "Series 2013 Bonds"), which are currently outstanding in the aggregate principal amount of $8,885,000; (3) $169,180,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2014 (the "Series 2014 Bonds"), which are currently outstanding in the aggregate principal amount of $160,565,000; (4) $94,895,000 in original aggregate principal amount of its Water and Sewerage Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), which are currently outstanding in the aggregate principal amount of $67,020,000; and (5) $21,000,000 in original principal amount of its Water and Sewerage Taxable Revenue Bond, Series 2019 (the "Series 2019 Bond"), which is currently outstanding in the principal amount of $16,920,000. Under the terms of the Master Resolution, as supplemented and amended by the Series 2013 Resolution, the Series 2014 Resolution, the Series 2017 Resolution and the Series 2019 Resolution (collectively, the "Prior Resolution"), the Series 2012 Bonds (excluding the Refunded Bonds), the Series 2013 Bonds, the Series 2014 Bonds, the Series 2017 Bonds and the Series 2019 Bond (collectively the "Prior Bonds") are payable solely from and secured by a first priority pledge of and lien on the Pledged Revenues (as hereinafter defined).

The Master Resolution provides for the issuance under certain conditions of Additional Bonds (as defined in the Master Resolution) payable from and secured by Pledged Revenues and ranking on a parity as to the pledge of and lien on the Pledged Revenues with the Prior Bonds. The Series 2024 Bonds have been issued under the provisions of the Master Resolution authorizing the issuance of Additional Bonds and, as Additional Bonds, will be payable from and secured by Pledged Revenues and will rank on a parity as to the pledge of and lien on the Pledged Revenues with the Prior Bonds. The Series 2024 Bonds are all issued under and, together with the Prior Bonds, are equally and ratably secured by and entitled to the benefit of the Prior Resolution, as supplemented and amended by the Series 2024 Resolution (collectively the "Bond Resolution").

The Series 2024 Bonds maturing on or before October 1, 20__, may not be called for optional redemption prior to maturity. The Series 2024 Bonds maturing on or after October 1, 20__, are subject to redemption prior to maturity at the option of the Consolidated Government on or after October 1, 20__, in whole or in part at any time, at the redemption price equal to the principal amount of the Series 20__ Bonds to be redeemed plus accrued interest on such redemption date.

The Series 2024 Bonds maturing on October 1, 20__, are subject to mandatory sinking fund redemption on October 1, 20__ and on each October 1 thereafter, in accordance with the Bond Resolution, at a redemption price equal to the principal amount of each Series 2024 Bond (or portion thereof) to be redeemed plus accrued interest to the date fixed for redemption, in the

following principal amounts and on the dates set forth below (the October 1, 20__ amount to be paid rather than redeemed):

October 1 of the Year	Principal Amount

Notice of redemption, unless waived, is to be given by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of each Series 2024 Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All such Series 2024 Bonds called for redemption and for the retirement of which funds are duly provided shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Series 2024 Bonds on such date, and interest on the Series 2024 Bonds or portions of Series 2024 Bonds so called for redemption shall cease to accrue, such Series 2024 Bonds or portions of Series 2024 Bonds shall cease to be entitled to any lien, benefit, or security under the Bond Resolution, and the owners of such Series 2024 Bonds or portions of Series 2024 Bonds shall have no rights in respect thereof except to receive payment of the redemption price. Any defect in any notice of redemption shall not affect the validity of proceedings for the redemption of any Series 2024 Bonds.

The Consolidated Government has established a book-entry system of registration for the Series 2024 Bonds. Except as specifically provided otherwise in the Bond Resolution, an agent will hold this Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery, or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement. While the Series 2024 Bonds are in the book-entry system of registration, the Bond Resolution provides special provisions relating to the Series 2024 Bonds, which override certain other provisions of the Bond Resolution. This Bond is transferable by the registered owner at the designated corporate trust office of the Bond Registrar but only in the manner, subject to the limitations, and upon payment of the charges provided in the Bond Resolution and upon surrender of this Bond. Upon such transfer, a new registered Bond or Bonds of the same series, maturity, interest rate, aggregate principal amount, and tenor, of any authorized denomination or denominations, and bearing numbers not then outstanding, will be issued to the transferee in exchange for this Bond. The Series 2024 Bonds are issuable as fully registered Bonds in the denomination of $5,000 or any integral multiple thereof. The Bond Registrar is not required to transfer or exchange any Series 2024 Bond after notice calling such Series 2024 Bond for redemption has been given or during the period of 15 days (whether or not a business day for the Bond Registrar, but excluding the redemption date and including such 15th day) immediately preceding the giving of such notice of redemption.

The Prior Bonds, the Series 2024 Bonds, and such revenue bonds of the Consolidated Government as may in the future be issued on a parity therewith, are equally and ratably secured by pledge of the "Pledged Revenues" of the System, which are defined in the Bond Resolution to

include gross operating revenues of the System after provision for payment of all reasonable expenses of operation and maintenance, moneys and securities from time to time on deposit in the funds and accounts established in the Bond Resolution, earnings on investments made with the foregoing moneys and securities, and Hedge Receipts (as defined in the Bond Resolution) and exclude any amounts required in the Bond Resolution to be set aside pending, or used for, rebate to the United States government pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, including, but not limited to, amounts in the Rebate Fund (as defined in the Bond Resolution).

THIS BOND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE STATE OF GEORGIA, THE CONSOLIDATED GOVERNMENT, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER, NOR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF ANY OF THE FOREGOING, NOR SHALL ANY OF THE FOREGOING BE SUBJECT TO ANY PECUNIARY LIABILITY HEREON. THIS BOND SHALL NOT BE PAYABLE FROM NOR A CHARGE UPON ANY FUNDS OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF AND SHALL BE A LIMITED OR SPECIAL OBLIGATION OF THE CONSOLIDATED GOVERNMENT PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE BOND RESOLUTION. NO OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF GEORGIA, THE CONSOLIDATED GOVERNMENT, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA TO PAY THE PRINCIPAL OF THIS BOND OR THE INTEREST OR ANY PREMIUM HEREON, OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE FOREGOING, NOR SHALL THIS BOND CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE FOREGOING. NEITHER THE MEMBERS OF THE GOVERNING BODY OF THE CONSOLIDATED GOVERNMENT NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND BY REASON OF THE ISSUANCE HEREOF.

The Consolidated Government has covenanted and hereby covenants and agrees while any Series 2024 Bonds are outstanding and unpaid to prescribe, fix, maintain, and collect rates, fees, and other charges for the services, facilities, and commodities furnished by the System fully sufficient at all times to: (i) provide for 100% of the expenses of operation and maintenance of the System and for the accumulation in the Revenue Fund (as defined in the Bond Resolution) of a reasonable reserve therefor, and (ii) produce net operating revenues in each Fiscal Year (as defined in the Bond Resolution) that, together with certain investment earnings, will: (a) equal at least 110% of the debt service requirement on all Senior Bonds (as defined in the Bond Resolution) then outstanding and 100% of the debt service requirement on all Subordinate Bonds (as defined in the Bond Resolution) then outstanding, (b) enable the Consolidated Government to make all required payments into the Debt Service Reserve Account and the Rebate Fund and to any Financial Facility Issuer, any Reserve Account Credit Facility Provider, and any Qualified Hedge Provider (as each is defined in the Bond Resolution), (c) enable the Consolidated Government to accumulate an amount to be held in the Utility General Fund (as defined in the Bond Resolution), which in the judgment of the Consolidated Government is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System,

necessary to keep the same in good operating condition or as is required by any governmental agency having jurisdiction over the System, and (d) remedy all deficiencies in required payments into any of the funds and accounts mentioned in the Bond Resolution from prior Fiscal Years.

The Bond Resolution contains a more particular statement of the covenants and provisions securing the Series 2024 Bonds, the conditions under which the owner of this Bond may enforce covenants (other than the covenant to pay principal of and interest on this Bond when due from the sources provided, the right to enforce which is unconditional), the conditions upon which additional revenue bonds may be issued on a parity or achieve parity status with this Bond under the Bond Resolution, and the conditions upon which the Bond Resolution may be amended with the consent of the owners of a majority in aggregate principal amount of the Bonds (as defined in the Bond Resolution) of each class (senior and subordinate) outstanding or the issuer of any Credit Facility (as defined in the Bond Resolution), if any, of such Bonds. Upon the occurrence of an Event of Default under the Bond Resolution, the owner of this Bond shall be entitled to the remedies provided by the Bond Resolution and the Revenue Bond Law.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law.

This Bond shall not be entitled to any security or benefit under the Bond Resolution or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

IN WITNESS WHEREOF, the Consolidated Government has caused this Bond to be executed by the manual signature of its Mayor and has caused the official seal of the Consolidated Government to be impressed on this Bond and attested by the manual signature of its Clerk of Commission.

AUGUSTA, GEORGIA

(SEAL)

By:_____
Mayor

Attest:

_____
Clerk of Commission

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds of the series described in the within mentioned Bond Resolution.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Bond Registrar

By:_____
Authorized Signatory

Date of Registration
and Authentication:

_____, ____

VALIDATION CERTIFICATE

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

The undersigned Clerk of the Superior Court of Richmond County, State of Georgia, DOES HEREBY CERTIFY that this Bond and the security therefor was validated and confirmed by judgment of the Superior Court of Richmond County, on the ____ day of _____ 202_, that no intervention or objection was filed opposing the validation of this Bond and the security therefor, and that no appeal of such judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my hand and have impressed hereon the official seal of the Superior Court of Richmond County, Georgia.

(SEAL)

_____
Clerk, Superior Court of Richmond County, Georgia

The following abbreviations, when used in the inscription on this Bond or in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common and not as community property
UNIF TRANS MIN ACT	-	_____ Custodian _____ (Custodian) (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may be used although not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

(Name and Address of Assignee)

_____

(Insert Social Security or Taxpayer Identification Number of Assignee)

the within revenue bond of Augusta, Georgia and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:_____

_____	_____
(Signature Guaranteed)	Registered Owner
Notice: Signature(s) must be guaranteed by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15.	Notice: The signature(s) on this assignment must correspond with the name as it appears on the face of the within bond in every particular without alteration or enlargement or any change whatsoever.

[END OF BOND FORM]

Section 2.5. Global Form; Securities Depository; Ownership of Series 2024 Bonds

(a) Upon the initial issuance, the ownership of each Series 2024 Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Participants thereof. Initially, each maturity of the Series 2024 Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. Beneficial Owners will not receive Series 2024 Bonds from the Paying Agent evidencing their ownership interests. Except as provided in subsection (c) of this Section 2.5, the Series 2024 Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Consolidated Government or to a nominee of such successor Securities Depository.

(b) With respect to Series 2024 Bonds registered in the name of the Securities Depository or the Securities Depository Nominee, the Consolidated Government, the Paying Agent and the Bond Registrar shall have no responsibility or obligation to any Participant or Beneficial Owner. Without limiting the foregoing, the Consolidated Government, the Paying Agent, the Bond Registrar and their respective affiliates shall not have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Participant with respect to any beneficial ownership interest in the Series 2024 Bonds;

(ii) the delivery to any Participant, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Series 2024 Bonds; or

(iii) the payment to any Participant, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal, premium, if any, or interest on the Series 2024 Bonds.

So long as any Series 2024 Bonds are registered in Book-Entry Form, the Consolidated Government and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Series 2024 Bonds for all purposes whatsoever, including without limitation:

(i) the payment of principal, premium, if any, and interest on such Series 2024 Bonds;

(ii) giving notices of redemption and other matters with respect to such Series 2024 Bonds;

(iii) registering transfers with respect to such Series 2024 Bonds;

(iv) the selection of Series 2024 Bonds for redemption; and

(v) voting and obtaining consents under the Bond Resolution.

So long as any Series 2024 Bonds are registered in Book-Entry Form, the Paying Agent shall pay all principal, premium, if any, and interest on the Series 2024 Bonds only to the Securities Depository or the Securities Depository Nominee as shown in the Bond Register, and all such payments shall be valid and effective to fully discharge the Consolidated Government's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024 Bonds to the extent so paid.

(c) If at any time (i) the Consolidated Government determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) the Securities Depository notifies the Consolidated Government that it is unwilling or unable to continue as Securities Depository with respect to the Series 2024 Bonds, or (iii) the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the Consolidated Government within 90 days after the Consolidated Government receives notice or becomes aware of such condition, as the case may be, then this Section 2.5 shall no longer be applicable and the Consolidated Government shall execute and the Bond Registrar shall authenticate and deliver bonds representing the Series 2024 Bonds to the owners of the Series 2024 Bonds. Series 2024 Bonds issued pursuant to this paragraph (c) shall be registered in such names and Authorized Denominations as the Securities Depository, pursuant to instructions from the Participant or otherwise, shall instruct the Bond Registrar. Upon exchange, the Bond Registrar shall deliver such certificates representing the Series 2024 Bonds to the persons in whose names such Series 2024 Bonds are so registered on the business day immediately preceding the date of such exchange.

ARTICLE III

REDEMPTION OF SERIES 2024 BONDS

Section 3.1. Optional and Mandatory Redemption of Series 2024 Bonds

The Series 2024 Bonds will be subject to optional and mandatory redemption prior to maturity as specified in a Supplemental Resolution to be adopted by the Governing Body.

ARTICLE IV

CONSTRUCTION FUND; SALE OF SERIES 2024 BONDS AND CUSTODY AND APPLICATION OF PROCEEDS; REFUNDING PROGRAM

Section 4.1. Series 2024 Project Account

The Consolidated Government hereby establishes a separate special account for the Construction Fund designated as the "Series 2024 Capital Improvement Account." A portion of the proceeds from the sale of the Series 2024 Bonds shall be deposited in the Series 2024 Capital Improvement Account pursuant to Section 4.2 of this Series 2024 Resolution. The amount deposited in the Series 2024 Capital Improvement Account, together with earnings thereon, shall be held and paid out in accordance with Article IV of the Master Resolution, invested in accordance with the provisions of the Bond Resolution, and applied only to payment of Costs of the Series 2024 Project, including the costs of issuance of the Series 2024 Bonds.

Section 4.2. Sale of Series 2024 Bonds; Application of Proceeds of Series 2024 Bonds

The Series 2024 Bonds of each series shall be sold as a unit, and a certified copy of this Series 2024 Resolution shall be filed with the Bond Registrar. Upon the written request of the Consolidated Government, the Bond Registrar shall authenticate and deliver the Series 2024 Bonds of each series to the purchaser or purchasers and shall receive a receipt for the Series 2024 Bonds of such series. The Consolidated Government shall apply the proceeds from the sale of the Series 2024 Bonds as follows:

(i) A sufficient sum, together with sinking fund accruals allocable to the Refunded Bonds and other lawfully available funds, such amounts to be specified in a Supplemental Resolution to be adopted by the Governing Body, shall be deposited into the 2012 Defeasance Account, to pay, upon redemption prior to maturity, the Refunded Bonds as provided in Section 4.5;

(ii) An amount, if any, to be specified in a Supplemental Resolution to be adopted by the Governing Body needed to fund the Debt Service Reserve Requirement under the Bond Resolution relating to the Series 2024 Bonds, shall be deposited in the Debt Service Reserve Account held within the Sinking Fund; and

(iii) The balance of the proceeds from the sale of the Series 2024 Bonds shall be deposited into the Series 2024 Capital Improvement Account.

If necessary or desirable, a separate cost of issuance account may be created in a Supplemental Resolution for a series of Series 2024 Bonds, into which proceeds of such series may be deposited and used to pay costs of issuance related to such series.

Notwithstanding the foregoing, if the Mayor shall determine that a different application of funds is required to carry out the intent of this Series 2024 Resolution, the Mayor may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2024 Bonds.

Section 4.3. Redemption of Refunded Bonds

Any Refunded Bonds to be refunded by a series of Series 2024 Bonds shall be called for redemption on a date within 90 days of the issuance of such series of Series 2024 Bonds which date shall be set forth in a Supplemental Resolution (the "Redemption Date"), but only if funds for their redemption are on deposit at the place of redemption on the Redemption Date, at a redemption price of 100.0% of the principal amount outstanding thereof plus accrued interest to the date of redemption. The owners of such Refunded Bonds should present the same for payment on the Redemption Date; provided, however, such Refunded Bonds shall be deemed not to have been called for redemption on the Redemption Date if funds for the redemption of all of such Refunded Bonds called for redemption are not on deposit at the place of payment on the Redemption Date.

Section 4.4. Direction to Paying Agent for the Refunded Bonds

The Consolidated Government hereby authorizes and directs the 2012 Bonds Paying Agent to, (a) on the date of issuance of a series of Series 2024 Bonds the purpose of which includes refunding any Refunded Bonds or on such other date as otherwise directed by the Consolidated Government, provide in an appropriate electronic format to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA") and by first-class mail, postage prepaid to all registered owners of the Refunded Bonds at the addresses that appear on the bond registration book kept by the 2012 Bond Registrar (the "2012 Bond Registration Book"), a provision of payment notice substantially in the form attached as Exhibit B and (b) not later than 30 days prior to the Redemption Date, provide in an appropriate electronic format to EMMA and by first-class mail, postage prepaid, the notice of redemption of such Refunded Bonds to the registered owners of the Refunded Bonds to be redeemed at the addresses that appear on the 2012 Bond Registration Book, which notice shall be in substantially the form attached hereto as Exhibit C.

Section 4.5. Creation of 2012 Defeasance Account

Simultaneously with the issuance and delivery of a series of Series 2024 Bonds, the purpose of which is to refund any Refunded Bonds, a sufficient sum derived from the sale of such series of Series 2024 Bonds, together with sinking fund accruals allocable to such Refunded Bonds and other lawfully available funds, shall be deposited in trust with the 2012 Paying Agent in a special segregated account hereby created and designated the "2012 Defeasance Account," to pay the principal of and interest on the Refunded Bonds being refunded by such series of Series 2024 Bonds on the Redemption Date. The moneys so deposited in the 2012 Defeasance Account with the 2012 Paying Agent and all income derived from such moneys shall be subject to a lien and charge in favor of the owners of, and are hereby pledged to the payment of, such Refunded Bonds, shall not be commingled with other moneys on deposit with the 2012 Paying Agent, and shall be held in trust for the security of the owners of such Refunded Bonds until used and applied as hereinafter provided.

The amount of moneys and Government Obligations to be so deposited in trust in the 2012 Defeasance Account shall be set forth in a Supplemental Resolution to be adopted by the Governing Body and shall be calculated as being sufficient and shall be used to redeem the applicable Refunded Bonds by making payment on the Redemption Date.

Any moneys remaining in the 2012 Defeasance Account following the redemption of Refunded Bonds on the Redemption Date shall be deposited to the Debt Service Account.

Section 4.6. Termination of Rights

The Consolidated Government acknowledges and intends that, by virtue of the deposits into the 2012 Defeasance Account, the Refunded Bonds to be paid from such deposits shall be deemed to have been paid and that, consequently, the rights granted to the owners of such Refunded Bonds under the Prior Resolution (except for purposes of payment, registration, exchange and transfer), shall cease, determine, and become void.

ARTICLE V

PLEDGED REVENUES AND FLOW OF FUNDS

Section 5.1. Ratification and Incorporation; Amendments Generally

(a) Except as provided in Sections 5.2, 5.3 and 5.4 below, all terms and provisions of Article V of the Master Resolution are hereby ratified and incorporated herein. Subject to the satisfaction of Section 12.1(m) of the Master Resolution, Section 5.3(i), Section 5.4(f) and Section 5.7(c) of Article V are hereby amended in order to segregate the Debt Service Reserve Account for the Prior Bonds and to amend certain provisions relating to the provision of Reserve Account Credit Facilities.

(b) In the event Section 12.1(m) of the Master Resolution is not satisfied, the amendments set forth in Section 1.1(b) (amending the definition of Debt Service Reserve Requirement) hereof, Sections 5.2, 5.3 and 5.4 below and Section 6.2 hereof shall become effective on such date that the Prior Bonds are no longer Outstanding. Any holders of Additional Bonds issued under the Bond Resolution after the date of adoption of this Series 2024 Bond Resolution, including but not limited to the Series 2024 Bonds, shall be deemed to have consented to the implementation of the amendments to the Master Resolution pursuant to this paragraph 5.1(b).

Section 5.2. Amendment of Revenue Fund Provisions of Master Resolution

Section 5.3(i) of the Master Resolution is hereby deleted in its entirety and the following is substituted in lieu thereof:

> Ninth: There shall next be deposited monthly into the Reserve Subaccounts (as defined in Section 5.4(f)) of the Debt Service Reserve Account and paid monthly to any Reserve Account Credit Facility Provider, on a pro rata basis based upon the respective Debt Service Reserve Requirement for each Reserve Subaccount of the Debt Service Reserve Account, the amount required by Section 5.4(f).

Section 5.3. Amendment of Sinking Fund Provisions of Master Resolution

Section 5.4(f) of the Master Resolution is hereby deleted in its entirety and the following is substituted in lieu thereof:

> (f) Pursuant to the Master Resolution, a special trust fund was created and designated as "Augusta, Georgia Water and Sewerage System Sinking Fund No. 2" (the "Sinking Fund"). The Sinking Fund consists of five accounts which are held therein, designated as "Debt Service Account," "Hedge Payments Account," "Principal Account" and "Debt Service Reserve Account" (the "Reserve Account").
>
> There is hereby created the "Prior Bonds Reserve Subaccount" within the Reserve Account with respect to the Prior Bonds. As to any issue of Additional Bonds, including the Series 2024 Bonds, for which the Consolidated Government has determined that it is necessary or desirable to establish a debt service reserve for such Additional Bonds, the Sinking Fund Custodian shall establish a separate special subaccount within the Reserve

Account, each of which shall be designated as the "Series ____ Reserve Subaccount." The Prior Bonds Reserve Subaccount and each subaccount created in connection with the issuance of Additional Bonds are hereinafter referred to as a "Reserve Subaccount." The Consolidated Government shall continue to maintain the Sinking Fund separate and apart from other funds of the Consolidated Government, and the Sinking Fund Custodian shall comply with all the applicable provisions of the Prior Resolution and this Series 2024 Resolution. Each Reserve Subaccount shall only secure the Bonds for which it was established. Nothing in this Series 2024 Bond Resolution shall be construed as requiring the Consolidated Government to create or fund a Reserve Subaccount in connection with the issuance of any Additional Bonds.

The balance in each Reserve Subaccount shall be maintained in an amount equal to the Debt Service Reserve Requirement for the Bonds secured by such Reserve Subaccount (or such lesser amount that is required to be accumulated in such Reserve Account in connection with the periodic accumulation to the Debt Service Reserve Requirement upon the failure of the Consolidated Government to provide a substitute Reserve Account Credit Facility in certain events). If the Consolidated Government shall determine that is necessary or desirable to establish a Reserve Subaccount in connection with the issuance of Additional Bonds, there shall be deposited in the Reserve Subaccount substantially equal monthly payments sufficient to create within the Reserve Subaccount within twelve (12) months from the date of issuance of any Additional Bonds a reserve equal to the Debt Service Reserve Requirement. There shall be transferred from the Revenue Fund on a pro rata basis (1) to each Reserve Subaccount the amount necessary to restore the amount of cash and securities in each Reserve Subaccount to an amount equal to the difference between (a) the Debt Service Reserve Requirement with respect to each Reserve Subaccount (or such lesser monthly amount that that is required to be deposited into a Reserve Subaccount upon the failure of the Consolidated Government to provide a substitute Reserve Account Credit Facility in certain events) and (b) the portion of the required balance of each Reserve Subaccount satisfied by means of a Reserve Account Credit Facility, and (2) to any Reserve Account Credit Facility Provider the amount necessary to reinstate any Reserve Account Credit Facility that has been drawn down. Whenever for any reason the amount in the Interest Account or the Principal Account is insufficient to pay all interest or principal falling due on the Senior Bonds within the next seven days, the Consolidated Government shall make up any deficiency from transfers from the Utility General Fund. Whenever, on the date that such interest or principal is due, there are insufficient moneys in the Principal Account or the Interest Account available to make such payment, the Consolidated Government shall, without further instructions, apply so much as may be needed of the moneys from the Reserve Subaccount for the Bonds to which such deficiency relates, to prevent default in the payment of such interest or principal, with priority to interest payments for the Senior Bonds. Whenever by reason of any such application or otherwise the amount remaining in the credit of a Reserve Subaccount is less than the amount required to be in such Reserve Subaccount, such deficiency shall be remedied by monthly deposits from the Revenue Fund in accordance with the priority set forth in Section 5.3, to the extent funds are available in the Revenue Fund for such purpose.

The Consolidated Government may elect to satisfy in whole or in part the Debt Service Reserve Requirement by means of a Reserve Account Credit Facility, subject to the following requirements: (A) the Reserve Account Credit Facility Provider must have a credit rating issued by a Rating Agency equal to or higher than the rating on the related Bonds at the time of the initial delivery of such Reserve Account Credit Facility; (B) the Consolidated Government shall not secure any obligation to the Reserve Account Credit Facility Provider by a lien equal to or superior to the lien granted to the related series of Senior Bonds; (C) each Reserve Account Credit Facility shall have a term of at least one year (or, if less, the remaining term of all related series of Senior Bonds secured thereby) and shall entitle the Consolidated Government to draw upon or demand payment and receive the amount so requested in immediately available funds on the date of such draw or demand; (D) the Reserve Account Credit Facility shall permit a drawing by the Consolidated Government for the full stated amount in the event (i) the Reserve account Credit Facility expires or terminates for any reason prior to the final maturity of the related series of Senior Bonds, and (ii) the Consolidated Government fails to satisfy the Debt Service Reserve Requirement by the deposit to a Reserve Subaccount of cash, securities, a substitute Reserve Account Credit Facility, or any combination thereof, on or before the date of such expiration or termination; and (E) if the Reserve Account Credit Facility Provider commences any insolvency proceedings or is determined to be insolvent or fails to make payments when due on its obligations, the Consolidated Government shall provide a substitute Reserve Account Credit Facility within sixty (60) days of thereafter, and if no substitute Reserve Account Credit Facility is obtained by such date, shall fund the Debt Service Reserve Requirement in not more than twenty-four (24) equal monthly deposits commencing not later than the first day of the month immediately succeeding the date representing the end of such sixty (60) day period. If an event described in clause (E) occurs, the Consolidated Government shall not relinquish the Reserve Account Credit Facility at issue until after the Debt Service Reserve Requirement is fully satisfied by the provision of cash, securities or a substitute Reserve Account Credit Facility or any combination thereof. Any amount received form the Reserve Account Credit Facility shall be deposited directly into the Interest Account and the Principal Account, and such deposit shall constitute the application of amounts in the related Reserve Subaccount. Repayment of any draw-down on the Reserve Account Credit Facility (other than payments that reinstate the Reserve Account Credit Facility) and any interest or fees due the Reserve Account Credit Facility Provider under such Reserve Account Credit Facility shall be secured by a lien on the Pledged Revenues subordinate to payments into the Sinking Fund and the Rebate Fund and payments to any Financial Facility Issuer securing Senior Bonds.

Any such Reserve Account Credit Facility shall be pledged to the benefit of the owners of each series of Senior Bonds to which such Reserve Account Credit Facility relates. The Consolidated Government reserves the right, if it deems it necessary in order to acquire such Reserve Account Credit Facility, to amend the Bond Resolution without the consent of any of the owners of the Bonds in order to grant to the Reserve Account Credit Facility Provider such additional rights, as it may demand, provided that such amendment shall not, in the written opinion of Bond Counsel field with the Consolidated Government, impair or reduce the security granted to the owners of Senior Bonds or any of them.

Section 5.4. Amendment of Investment Provisions of Master Resolution

Section 5.7(c) of the Master Resolution is hereby deleted in its entirety and the following is substituted in lieu thereof:

(c) Investment Earnings from the investment of moneys in a Reserve Subaccount of the Debt Service Reserve Account shall be retained in such Reserve Subaccount of the Debt Service Reserve Account at all times the balance is less than the Debt Service Reserve Requirement related to the Bonds secured by such Reserve Subaccount; thereafter and at all times the balance of a Reserve Subaccount of the Debt Service Reserve Account is equal to or greater than the related Debt Service Reserve Requirement, such Investment Earnings shall be deposited in the Interest Account.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1. Ratification and Incorporation

Except as provided in Section 6.2 below, all terms and provisions of Article VI of the Master Resolution are hereby ratified and incorporated herein.

Section 6.2. Amendments Related to Subordinate Bonds

Subject to the satisfaction of Section 12.1(m) of the Master Resolution, Section 6.5(a) of the Master Resolution is hereby deleted in its entirety and the following is substituted in lieu thereof:

(a) the Reserve Subaccount of the Debt Service Reserve Account contains an amount equal to the Debt Service Reserve Requirement; and

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Continuing Disclosure for Series 2024 Bonds

The Consolidated Government hereby covenants and agrees that it shall comply with and carry out all of the provisions of the Series 2024 Continuing Disclosure Certificate. Notwithstanding any other provision of the Bond Resolution, failure of the Consolidated Government to comply with the Series 2024 Disclosure Certificate shall not be considered a default or an Event of Default under the Bond Resolution. It is expressly provided, however, that any beneficial owner of the related series of Series 2024 Bonds may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Consolidated Government to comply with its obligations under this Section 7.1.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Continuance and Effect of Bond Resolution

The Consolidated Government hereby confirms the existence and applicability of the Bond Resolution and ratifies, restates, and reaffirms its representations, warranties, covenants, and agreements and all of the applicable terms, conditions, and provisions as set forth in the Prior Resolution, as supplemented and amended by this Series 2024 Resolution. Except where otherwise expressly indicated in this Series 2024 Resolution, the provisions of the Prior Resolution are to be read as part of this Series 2024 Resolution as though copied verbatim herein, and provisions of this Series 2024 Resolution shall be read as additions to, and not as substitutes for or modifications of (except as otherwise specifically provided herein), the provisions of the Prior Resolution. Except as expressly amended, modified, or supplemented by this Series 2024 Resolution, all of the terms, conditions, and provisions of the Prior Resolution shall remain in full force and effect. In executing and delivering this Series 2024 Resolution, the Consolidated Government shall be entitled to all powers, privileges, and immunities afforded to the Consolidated Government and shall be subject to all the duties, responsibilities, and obligations of the Consolidated Government under the Prior Resolution. Except as expressly amended, modified, or supplemented by this Series 2024 Resolution, all of the terms, conditions, and provisions of the Prior Resolution are hereby declared applicable to and broadened and extended so as to cover the Series 2024 Bonds and shall for all purposes apply to the Series 2024 Bonds as if the Series 2024 Bonds had been originally issued under the Prior Resolution simultaneously with the Prior Bonds.

Section 8.2. Designation of Bond Registrar and Paying Agent for the Series 2024 Bonds

The Consolidated Government hereby designates U.S. Bank Trust Company, National Association, Atlanta, Georgia, as Bond Registrar and Paying Agent for the Series 2024 Bonds.

Section 8.3. Validation of Series 2024 Bonds

The Consolidated Government shall deliver a certified copy of this Series 2024 Resolution with an appropriate notice to the District Attorney for the Augusta Judicial Circuit accompanied by the request that the District Attorney proceed with the validation of the Series 2024 Bonds.

Section 8.4. Preliminary Official Statement; Official Statement; and Deemed Final Certificate

The Series 2024 Bonds of each series are hereby authorized to be sold pursuant to negotiated sale or competitive sale and there is hereby authorized a Notice of Sale (if necessary) and a Preliminary Official Statement for each series of Series 2024 Bonds to be prepared and distributed to all securities dealers deemed to have an interest in purchasing all, but not a part, of the Series 2024 Bonds of each series. Once the bids are received for the sale of the Series 2024 Bonds of each series pursuant to the related Notice of Sale, the Mayor is authorized to accept the bid with the lowest total interest cost and the Governing Body will adopt a Supplemental

Resolution ratifying the acceptance of the winning bid for the Series 2024 Bonds of such series and setting forth, among other things, the final interest rates on, maturities, redemption provisions, principal amount of the Series 2024 Bonds of such series, which interest rates and principal amounts shall be within the parameters set forth in this Series 2024 Bond Resolution.

The Consolidated Government hereby authorizes the Mayor or the Mayor Pro Tem to deem the Preliminary Official Statement final, except for "Permitted Omissions," as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange of 1934, as amended (the "Rule"). As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the underwriter or bond insurer and other terms of the Series 2024 Bonds of each series and any underlying obligations depending on such matters, all with respect to the Series 2024 Bonds of each series and any underlying obligations. The execution and delivery of the "deemed final certificate" required by the Rule related to each series of the Series 2024 Bonds are hereby authorized and approved. The execution of the "deemed final certificate" by the Mayor or Mayor Pro Tem as hereby authorized shall be conclusive evidence of the approval of any changes to the Preliminary Official Statement. In addition, the Supplemental Resolution related to each series of the Series 2024 Bonds will provide for the preparation and distribution of a final Official Statement.

Section 8.5. Authorization of Series 2024 Registrar and Paying Agent Agreement

The form, terms, and conditions and the execution, delivery, and performance of the Series 2024 Registrar and Paying Agent Agreement, which shall be entered into with respect to each series of the Series 2024 Bonds and which has been filed with the Consolidated Government, are hereby approved and authorized. The Series 2024 Registrar and Paying Agent Agreement shall be in substantially the form submitted to the Governing Body with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor, whose approval thereof shall be conclusively evidenced by the execution of such contract. The Mayor is hereby authorized and directed to execute on behalf of the Consolidated Government the Series 2024 Registrar and Paying Agent Agreement, and the Clerk of Commission is hereby authorized and directed to affix thereto and attest the seal of the Consolidated Government, upon proper execution and delivery of the other party thereto, provided, that in no event shall any such attestation or affixation of the seal of the Consolidated Government be required as a prerequisite to the effectiveness thereof, and the Mayor and Clerk of Commission are authorized and directed to deliver such contract on behalf of the Consolidated Government.

Section 8.6. Effective Date

This Series 2024 Resolution shall take effect immediately upon its adoption.

Section 8.7. Repeal of Conflicting Resolutions

Any and all resolutions, or parts of resolutions, if any, in conflict with this Series 2024 Resolution are hereby repealed.

Section 8.8. General Authorization

From and after the date of adoption of this Series 2024 Resolution, the officials, employees, and agents of the Consolidated Government are hereby authorized to do all such acts and things and to execute and deliver any and all other documents, agreements, certificates (including, without limitation, the Series 2024 Disclosure Certificate), and instruments as may be necessary or desirable in connection with the execution, delivery, and sale of the Series 2024 Bonds, the investment of the proceeds of the Series 2024 Bonds, and the transactions contemplated on the part of the Consolidated Government by the Series 2024 Resolution. The Mayor and Clerk of Commission are hereby authorized and directed to prepare and furnish to the purchasers of the Series 2024 Bonds, when the Series 2024 Bonds are issued, certified copies of all proceedings and records of the Consolidated Government relating to the Series 2024 Bonds or to this Series 2024 Resolution, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2024 Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them. All such certified copies, certificates, and affidavits, including any heretofore furnished, shall constitute representations of the Consolidated Government as to the truth of all statements contained therein.

Section 8.9. Waiver of Bond Audit

The Consolidated Government hereby approves the publication of the requisite legal notice waiving the performance audit and performance review requirements of Section 36-82-100 of the Official Code of Georgia Annotated.

Section 8.10. Bond Resolution Constitutes a Contract

This Series 2024 Resolution supplements and amends a contract with the Bondholders binding the Consolidated Government, and therefore it is proper and appropriate for the Mayor to execute the same on behalf of the Consolidated Government and for the Clerk of Commission to attest the same.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this _____ day of December, 2023.

AUGUSTA, GEORGIA

(SEAL)

By:_____
Mayor

Attest"

_____
Clerk of Commission

EXHIBIT A

SERIES 2024 PROJECT LIST

Project A: Task Order Project 2024

1. Scope of Work: On-call services to contract for small water and sewer line projects which are typically non-emergency but require expedited effort to resolve
2. Proposed Cost: $2,250,000

Project B: Data Logging Equipment

1. Scope of Work: Monitoring Instrumentation to measure sewer inflows during rainfall events, as well as pressure transients in the potable distribution system.
2. Proposed Cost: $375,000

Project C: Fiber Installation Projects

1. Scope of Work: Fiber optic installation between monitoring stations, lift stations and tanks to support SCADA infrastructure. Many of these projects are looping the existing infrastructure for redundancy.
2. Proposed Cost: $500,000

Project D: Relocation of Utilities as Part of Augusta Engineering TIA Downtown Roadway Improvements

1. Scope of Work: Includes rehabilitation and replacement of water and sewer services including manholes and water and sewer repair or replacement:
    a. 13th St (RA Dent to Reynolds) – 2,500’ and approximately 24 manholes and 38 distinct pipe sections
    b. 5th St and 6th St – 10,000’ and approximately 75 manholes
    c. Broad St – 12,800’ and approximately 50 manholes
    d. Telfair St & 10th St SS – 8,800’ and 36 manholes
    e. Greene St – 2,500’ and approximately 24 manholes and 38 distinct pipe sections
2. Proposed Cost: $5,700,000

Project E: Relocation of Utilities as Part of Augusta Engineering Roadway Improvements Program

1. Scope of Work: Includes rehabilitation and replacement of water and sewer services including manholes and water and sewer repair or replacement:
    a. McNutt Rd – 2,500’ and 5 hydrants
    b. Old Waynesboro Rd Improvements – 5,000’ of thin-walled PVC pipe replacement to improve service
    c. Wrightsboro Rd (Marks Church to Ohio) – 1,000’ of water piping
    d. Willis Foreman Rd Water Main – Multi-year, multi-phase project connecting two main highway systems in South Augusta. 2,000’ of 24/16/12” water main and gravity sewer for future expansion
2. Proposed Cost: $2,700,000

Project F: Belair Area and Fox Den Sewer Connections

1. Scope of Work: Installation of sanitary sewer in a neighborhood that does not currently have sewer service.
    a. Belair Area East - Installation of approximately 25,000' of sanitary sewer. Will increase customer base by approximately 2,500 customers.
    b. Belair Area West - Installation of approximately 17,500' of sanitary sewer. Will increase customer base by approximately 2,000 customers.
    c. Belair Area Step - Installation of approximately 1,250' of pressurized sanitary sewer to serve 25 residents that currently are not served.
    d. Fox Den Sewer - Installation of approximately 8,000' of sanitary sewer in a neighborhood that does not currently have sewer service. Will increase customer base by approximately 250 customers.
2. Proposed Cost: $11,540,000

Project G: Sanitary Sewer/Water Rehab & Replacement

1. Scope of Work: Rehab/replace existing sewer system
    a. Camp Hancock Phase II – Cast In Place Pipe Lining and Replacement of 2,700' of 24" diameter clay sewer
    b. Camp Hancock Phase III - Cast In Place Pipe Lining and Replacement of 1,000' of 24" diameter clay sewer
    c. Olive Rd - Upgrade an existing concrete gravity main which has exceeded its service life.
    d. Twiggs St - Improvements to sanitary sewer service adjacent to Twiggs St and to serve a small unsewered area.
    e. Woodson Ln - Relocation of a sanitary trunk main to maintain service and allow for system expansion.
    f. Reynolds St 42”/8” - Replacement of approximately 800' of 42" combination sewer with new 8" sanitary sewer.
    g. Corporate Park Sewer Water - Installation of 5,000' of new 12" water main, a sewer pump station, and 4,000' of 6" force main to support industrial development.
    h. Travis Boykin Rd Sewer/Water - Supplemental funding to install approximately 12,000' of sanitary sewer and replace thin-walled PVC water pipe.
    i. Laney Walker Sewer - Rehabilitation in-place of a 24" concrete sewer serving one of Augusta's industrial areas.
2. Proposed Cost: $6,875,000

Project H: Sanitary Sewer Basin

1. Scope of Work: Program to remove infiltration and inflow through engineering analysis and in-place pipe repair and partial replacement
    a. Butler Creek Main Capacity – Area is approximately .5 square miles
    b. Rock Creek Basin I/I - Area is approximately 3.32 square miles
    c. Rocky Creek Basin I/I – Area is approximately 8.83 square miles
    d. Second St Basin I/I – Area is approximately 1.66 square miles

2. Proposed Cost: $5,050,000

Project I: Water Line Rehab & Replacement

1. Scope of Work: Program to systematically replace old water pipe in established areas.
    a. Water Line Replacement – Crockett Ln
    b. Water Line Replacement – Crossing Ct
    c. Water Line Replacement – Dorn Dr
    d. Water Line Replacement – Chester Ave
    e. Water Line Replacement – Shelby Dr
    f. Water Line Replacement – Woodlake & Quail Hollow
    g. Water Line Replacement – Wooten Rd
    h. Water Line Replacement – Pinnacle Way & Sand Ridge Sub - System Interconnect to support water transmission between pressure systems.
    i. Water Line Replacement – Bedford Dr - Replacement of 1450' of asbestos cement water main.
    j. Water Line Replacement – Valencia Way - Improvements to the southern distribution system to support industry development in the southern system.
    k. Water Line Replacement – Clanton Rd - Water system improvements to support new industry in the south-central section of the system.
    l. Georgetown Richmond Hill Connector - System Interconnect to support water transmission between pressure systems.
2. Proposed Cost: $7,885,000

Project J: Water Facility Repair & Upgrades

1. Scope of Work: Refurbish,/Replace/Upgrade Water Facility Systems
    a. GWTP Supplemental Feeds - Finished water interconnects to the existing groundwater plants 1 & 2 due to PFAS contamination found in wells.
    b. Highland Ave Dam Clearing - Removal of large trees, and repair of slopes to stabilize two raw water reservoirs.
    c. Hicks WTP Filter Repair - Systematic replacement of filter bottoms and material to support higher flow rates.
    d. GWTP 3 Clearwell Seepage - Repair of efflorescence in the walls of groundwater plant 3.
    e. Highland WTP Filters - Systematic replacement of filter bottoms and material to support higher flow rates.
    f. Turknett Springs Dredging - Dredging of spoil material from a sediment basin that serves the drinking water process at the main water plant.
    g. GWTP 1 MCC Room - Upgrade of the motor control center at groundwater plant 1 to support new motors.
    h. Highland WTP Roof Repairs - Replacement of membrane roof at the main water treatment plant.
    i. Hicks WTP Pond Dam Clearing - Removal of large trees, and repair of slopes to stabilize a raw water reservoir at the southern water treatment plant.
    j. Tank Painting - Program to spot repair water tanks during repainting process.
2. Proposed Cost: $6,875,000

Project K: Raw Water Facility Repair & Upgrades

1. Scope of Project: Refurbish,/Replace/Upgrade Raw Water Facility Systems
    a. RWPS Round House Roof Replacement - Replacement of a roof on a historical structure at the raw water pumping station.
    b. Weigles Gate Repair - Repair of overflow structure to stabilize the raw water delivery and support FERC licensing.
    c. Augusta Diversion Dam (ADD) Repair - Improvements to the diversion dam in the Savannah River to support more accurate flow delivery into the raw water canal.
    d. Bulkhead Gates - Improvements to a main flow isolation structure to support the raw water delivery and support FERC licensing.
    e. Canal-Embankment Clearing Ph 3 - Clearing of large trees to support FERC inspection and licensing.
2. Proposed Cost: $10,000,000

Project L: Messerly WWTP Improvements & Additions

1. Scope of Project: Refurbish,/Replace/Upgrade Wastewater Facility Systems
    a. Grease Receiving Station - New grease receiving station to allow improvement fats, oils, and grease processing and sale of separated brown grease.
    b. Headworks - New influent pumping station to enhance grit removal in the plant inflow.
    c. Aeration - Improve aeration in retrofitted basins to allow additional system capacity.
    d. Digesters - Improve digesters in retrofitted basins to allow additional system capacity.
    e. Primary Retrofit - Upgrade primary clarifiers to allow additional load to support new industries.
2. Proposed Cost: $20,250,000

Total Project Costs: $80,000,000

EXHIBIT B

NOTICE OF PROVISION FOR PAYMENT

AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING
AND IMPROVEMENT BONDS (SECOND RESOLUTION), SERIES 2012

NOTICE IS HEREBY GIVEN that provision for the payment of the above-captioned revenue bonds more fully described below (the "Series 2012 Bonds") has been made. The Series 2012 Bonds will be called for redemption on _____, 2024 (the "Redemption Date"). U.S. Bank Trust Company, National Association (the "2012 Paying Agent") has received and has on irrevocable deposit in the 2012 Defeasance Account created under the Series 2024 Bond Resolution duly and validly adopted by the Augusta-Richmond County Commission on December __, 2023, general and direct obligations of the United States of America, the principal of and interest on which obligations, when due, will provide, together with cash held by the 2012 Paying Agent, sufficient moneys to pay the interest on the Series 2012 Bonds being refunded up to and including the Redemption Date and to pay the redemption price of the Refunded Bonds on the Redemption Date.

Series 2012 Bonds

Maturity	Principal Amount Refunded	CUSIP Numbers

Augusta, Georgia and the 2012 Paying Agent shall not be responsible for the use of the CUSIP number(s), nor is any representation made as to their correctness indicated in this notice or as printed on any Series 2012 Bond. They are included solely for the convenience of the owners of the Series 2012 Bonds.

This notice is for information purposes only and does not require any action at this time. Owners of the Series 2012 Bonds that will be redeemed will be notified prior to the Redemption Date.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as 2012 Paying Agent

By:_____
Authorized Signatory

Dated: _____, ____

EXHIBIT C

NOTICE OF CALL FOR REDEMPTION

AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING
AND IMPROVEMENT BONDS (SECOND RESOLUTION), SERIES 2012

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of that certain Supplemental Bond Resolution adopted by the Augusta-Richmond County Commission on October 16, 2012, authorizing the issuance by Augusta, Georgia of $160,000,000 in original aggregate principal amount of its revenue bonds known as "Augusta, Georgia Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012 (the "Bonds"), dated November 8, 2012, bearing interest at the rate per annum set forth below opposite each principal maturity, all interest payable on April 1 and October 1 in each year, and the principal maturing on October 1 in the years and the amounts set forth below:

October 1 of the Year	Principal Amount	Interest Rate	CUSIP

have been called for redemption on _____, 2024 (the "Redemption Date"), but only if funds for their redemption are on deposit at the place of redemption on the Redemption Date, at a redemption price of 100.0% of the principal amount outstanding thereof plus accrued interest to the date of redemption.

Funds for the redemption and payment of the Bonds and the interest then due thereon to the Redemption Date will be available at U.S. Bank Trust Company, National Association, on the Redemption Date, but only if funds for the redemption of all Bonds are on deposit at the place of redemption on the Redemption Date, and all Bonds should be presented to said bank for redemption and payment on said date.

All Bonds shall cease to bear interest on and after the Redemption Date, provided funds for the redemption of all Bonds called for redemption are on deposit at the place of payment on the Redemption Date. All Bonds delivered for redemption shall be accompanied by proper instruments in blank. If funds for the redemption of all Bonds called for redemption are not on deposit at the place of payment on the Redemption Date, the Bonds shall be deemed not to have been called for redemption on the Redemption Date and shall remain outstanding and shall continue to bear interest.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Paying Agent and Bond Registrar

By:_____
Authorized Officer

STATE OF GEORGIA
RICHMOND COUNTY

CLERK'S CERTIFICATE

I, **LENA J. BONNER**, Clerk of Commission of Augusta, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the Series 2024 Bond Resolution adopted by the Augusta-Richmond County Commission (the "Commission") at an open public meeting duly called and lawfully assembled at ____ _.m., on the _____ day of December, 2023, in connection with the issuance and sale of not to exceed $_____ in original aggregate principal amount of revenue bonds designated "Augusta, Georgia Water and Sewerage Revenue [Refunding] [Improvement] Bonds Series 202__," the original of such Series 2024 Bond Resolution being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby further certify that the Mayor and the following members of the Commission were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye ___ Nay ___

WITNESS my hand and the official seal of Augusta, Georgia, this the _____ day of _____, 2023.

(SEAL)

_____
Clerk of Commission

Commission Meeting

December 5, 2023

Declaration of C- SPLOST election results

Department:	Administration / Finance
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to **approve** a resolution declaring the results of the November 7, 2023 C-SPLOST (Coliseum Special Purpose Local Option Sales Tax) election results. **(Approved by Finance Committee November 28, 2023)**
Background:	Election law requires the Commission to adopt a resolution declaring the results of the C-SPLOST vote by which a majority of the voters approved the imposition of the special .5 percent sales and use tax. The Board of Elections adopted its resolution regarding the election on November 13, 2023 which is attached to the proposed resolution
Analysis:	
Financial Impact:	None at this time
Alternatives:	N/A
Recommendation:	Adopt resolution
Funds are available in the following accounts:	N/A

REVIEWED AND APPROVED BY:

A RESOLUTION OF THE AUGUSTA-RICHMOND COUNTY COMMISSION DECLARING THE RESULTS OF AN ELECTION HELD ON NOVEMBER 7, 2023 TO DETERMINE THE IMPOSITION OR NON-IMPOSITION OF A SPECIAL 0.5 PERCENT SALES AND USE TAX FOR THE PURPOSE OF FUNDING COLISEUM CAPITAL OUTLAY PROJECTS AND RELATED PROJECT COSTS; AND FOR OTHER RELATED PURPOSES.

WHEREAS, Augusta-Richmond County Commission (the "Commission"), which is charged with the duties of levying taxes, contracting debts, and managing the affairs of Augusta, Georgia (the "Consolidated Government"), and the Richmond County Board of Elections (the "Superintendent of Elections"), which is the Superintendent of Elections of Richmond County, called an election that was held on November 7, 2023 for the purpose of submitting to the qualified voters of Richmond County the question of whether or not a special 0.5 percent sales and use tax for the purpose of funding coliseum capital outlay projects and project costs should be imposed; and

WHEREAS, the ballots used in the election provided that if imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the County in the principal amount of $250,000,000 (the "General Obligation Debt"); and

WHEREAS, the returns of the election were duly brought up by the Managers of such election, as required by law, and were presented to the Superintendent of Elections on its own behalf and on behalf of the Commission for consolidation and for the declaration of the result of the election; and

WHEREAS, the returns of the election were received from all of the poll officers and thereupon the Superintendent of Elections canvassed, computed, and consolidated the returns of the election and concurrent with the adoption of this resolution delivered a certified copy of the consolidated return of the election to the Commission, and the result of the election was as follows:

Total Voted Ballots Cast	16,133
Total Blank Votes Cast	35
Total Ballots Cast	16,168
Spoiled Ballots	0
Total number of votes cast **FOR** the imposition of a special 0.5 percent sales and use tax for funding coliseum capital outlay projects and project costs	10,658
Total number of votes cast **AGAINST** the imposition of a special 0.5 percent sales and use tax for funding coliseum capital outlay projects and project costs	5,475

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission, and it is hereby resolved by authority of the same, that the election resulted in favor of the imposition of a special 0.5 percent sales and use tax for the purpose of funding coliseum capital outlay projects and project costs, by an affirmative vote of a majority of the qualified voters of Richmond County voting in the election held for such purpose, that the imposition of the special 0.5 percent sales and use tax for the purpose of funding coliseum capital outlay projects and project costs and the issuance of the General Obligation Debt have been authorized as required by law, and that the results of the election are hereby declared to be as set forth above.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that a duly certified copy of the consolidated election return of the Superintendent of Elections be attached to this resolution as Exhibit "A" and made a part hereof.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 5th day of December 2023.

(SEAL) **AUGUSTA, GEORGIA**

By:_____
Mayor

Attest:

_____
Clerk of Commission

EXHIBIT "A"

CONSOLIDATED ELECTION RETURN

[Attached]

A RESOLUTION OF THE RICHMOND COUNTY BOARD OF ELECTIONS DECLARING THE RESULTS OF AN ELECTION HELD ON NOVEMBER 7, 2023 TO DETERMINE THE IMPOSITION OR NON-IMPOSITION OF A SPECIAL 0.5 PERCENT SALES AND USE TAX FOR THE PURPOSE OF FUNDING COLISEUM CAPITAL OUTLAY PROJECTS AND RELATED PROJECT COSTS; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Augusta-Richmond County Commission (the "Commission"), which is charged with the duties of levying taxes, contracting debts, and managing the affairs of Augusta, Georgia (the "Consolidated Government"), and the Richmond County Board of Elections (the "Superintendent of Elections"), which is the Superintendent of Elections of Richmond County, called an election that was held on November 7, 2023 for the purpose of submitting to the qualified voters of Richmond County the question of whether or not a special 0.5 percent sales and use tax for the purpose of funding coliseum capital outlay projects and project costs should be imposed; and

WHEREAS, the ballots used in the election provided that if imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the Consolidated Government in the principal amount of $250,000,000 (the "General Obligation Debt"); and

WHEREAS, the returns of the election were duly brought up by the Managers of such election, as required by law, and were presented to the Superintendent of Elections on its own behalf and on behalf of the Commission for consolidation and for the declaration of the result of the election; and

WHEREAS, the returns of the election were received from all of the poll officers and thereupon the Superintendent of Elections canvassed, computed, and consolidated the returns of the election, and the result of the election was as follows:

Total Voted Ballots Cast	16,133
Total Blank Votes Cast	35
Total Ballots Cast	16,168
Spoiled Ballots	0
Total number of votes cast **FOR** the imposition of a special 0.5 percent sales and use tax for funding coliseum capital outlay projects and project costs	10,658
Total number of votes cast **AGAINST** the imposition of a special 0.5 percent sales and use tax for funding coliseum capital outlay projects and project costs	5,475

NOW, THEREFORE, BE IT RESOLVED by the Richmond County Board of Elections, and it is hereby resolved by authority of the same, that the election resulted in favor of the imposition of a special 0.5 percent sales and use tax for the purpose of funding coliseum capital outlay projects and project costs, by an affirmative vote of a majority of the qualified voters of Richmond County voting in the election held for such purpose, that the imposition of the special 0.5 percent sales and use tax for the purpose of funding coliseum capital outlay projects and project costs and the issuance of the General Obligation Debt have been authorized as required by law, and that the results of the election are hereby declared to be as set forth above.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that the election returns of the several Managers on file with the Superintendent of Elections are incorporated herein by this reference.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that a duly certified copy of this resolution be furnished to the Commission so that it may declare the results of the election as provided by law.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 13th day of November 2023.

RICHMOND COUNTY BOARD OF ELECTIONS

By: _____
Tim McFalls, Chairperson

_____
Isaac J. McAdams, Vice Chairperson

_____
Marcia E. Brown, Secretary

_____
Sherry T. Barnes, Member

_____
Betty C. Reece, Member

STATE OF GEORGIA
RICHMOND COUNTY

SECRETARY'S CERTIFICATE

I, **MARCIA BROWN,** Secretary of the Richmond County Board of Elections, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Richmond County Board of Elections at an open public meeting duly called and lawfully assembled at 6:00 p.m., on the 13th day of November 2023, in connection with declaring the results of an election pertaining to the imposition or non-imposition of a special 0.5 percent sales and use tax, the original of such resolution being duly recorded in the Minute Book of the Richmond County Board of Elections, which Minute Book is in my custody and control at the Board of Elections Office located at 535 Telfair Street, Room 500, Augusta, Georgia.

I do hereby further certify that the following members of the Richmond County Board of Elections were present at such meeting:

Timothy McFalls
Sherry T. Barnes
Marcia E. Brown
Isaac J. McAdams
Betty C. Reece

and that the following members were absent:

_____

_____

and that such resolution was duly adopted by a vote of:

Aye 5 Nay __.

WITNESS my hand and the official seal of the Richmond County Board of Elections, this the 13th day of November 2023.

(SEAL)

Marcia Brown
Secretary

STATE OF GEORGIA
RICHMOND COUNTY

CLERK'S CERTIFICATE

I, **LENA J. BONNER,** Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Augusta-Richmond County Commission (the "Commission") at an open public meeting duly called and lawfully assembled at 2:00 p.m., on the 5th day of December 2023, in connection with declaring the results of an election pertaining to the imposition or non-imposition of a special 0.5 percent sales and use tax, the original of such resolution being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Commission were present at such meeting:

Mayor Garnett L. Johnson
Jordan Johnson
Stacy Pulliam
Catherine Smith McKnight
Alvin Mason
Bobby Williams
Tony Lewis
Sean Frantom
Brandon Garrett
Francine Scott
Wayne Guilfoyle

and that the following members were absent:

_____

_____

_____

and that such resolution was duly adopted by a vote of:

Aye ___ Nay ___

WITNESS my hand and the official seal of Augusta, Georgia, this the 5th day of December 2023.

(SEAL) _____
Clerk of Commission

Commission Meeting

December 5, 2023

Commence validation process for C-SPLOST bonds

Department:	Administrator / Finance
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to **approve** a resolution authorizing the commencement of the validation process for the bonds approved by the voters in the November 7, 2023 election. **(Approved by Finance Committee November 28, 2023)**
Background:	In the recent C-SPLOST election the voters authorized the issuance of $250 million in bonds to pay the construction of a new James Brown Arena (JBA). .
Analysis:	To facilitate the issuance of bonds and avoid delays it is beneficial to proceed with the validation of bonds at this time
Financial Impact:	None at this time
Alternatives:	N/A
Recommendation:	approve
Funds are available in the following accounts:	N/A

REVIEWED AND APPROVED BY:

A RESOLUTION OF THE AUGUSTA-RICHMOND COUNTY COMMISSION AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS FOR ITS GENERAL OBLIGATION BONDS; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Augusta-Richmond County Commission (the "Commission"), which is charged with the duties of levying taxes, contracting debts, and managing the affairs of Augusta, Georgia (the "Consolidated Government"), and the Richmond County Board of Elections, which is the Superintendent of Elections of Richmond County, called an election that was held on November 7, 2023, for the purpose of submitting to the qualified voters of Richmond County the question of whether or not a 0.5 percent sales and use tax for the purpose of funding coliseum capital outlay projects and project costs should be imposed; and

WHEREAS, the ballots used in the election provided that if imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the Consolidated Government in the principal amount of $250,000,000 (the "General Obligation Debt"); and

WHEREAS, at the election duly called and held on November 7, 2023, a majority of the qualified voters of Richmond County, voting in the election, voted in favor of the imposition of the sales and use tax, which vote also constituted approval of the issuance of the General Obligation Debt; and

WHEREAS, on the date hereof, the Commission adopted, at a meeting duly called and held, a resolution entitled:

A RESOLUTION OF THE AUGUSTA-RICHMOND COUNTY COMMISSION DECLARING THE RESULTS OF AN ELECTION HELD ON NOVEMBER 7, 2023 TO DETERMINE THE IMPOSITION OR NON-IMPOSITION OF A SPECIAL 0.5 PERCENT SALES AND USE TAX FOR THE PURPOSE OF FUNDING COLISEUM CAPITAL OUTLAY PROJECTS AND RELATED PROJECT COSTS; AND FOR OTHER RELATED PURPOSES

declaring the results of the election to be in favor of the imposition of the sales and use tax; and

WHEREAS, the Consolidated Government wishes to issue, in one or more series and on one or more dates of issuance, all of the General Obligation Debt so authorized in the aggregate principal amount of $250,000,000, in the form of general obligation bonds of the Consolidated Government, and wishes to authorize the commencement of validation proceedings for such bonds;

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission, and it is hereby resolved by authority of the same, that the attorneys for the Consolidated Government are hereby authorized and instructed to commence validation proceedings in accordance with the requirements of Article 2 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, as amended, and to take all actions necessary to obtain an order of the Superior Court of Richmond County, Georgia validating and confirming such bonds,

and that the Mayor of Augusta, Georgia is hereby authorized and directed to execute any pleadings in connection therewith.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that it is hereby determined that, during each year in which any payment of principal or interest on such bonds comes due, the Consolidated Government will receive from the sales and use tax net proceeds sufficient to fully satisfy such liability, as indicated on Exhibit A attached hereto and made a part hereof.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 5th day of December 2023.

AUGUSTA, GEORGIA

By: _____
Mayor

(SEAL)

Attest:

_____
Clerk of Commission

EXHIBIT A

SUFFICIENCY DETERMINATION

Year Ending December 31	Estimated Net Proceeds of 0.5 Percent Sales and Use Tax[1]	Maximum Principal and Interest Requirements[2]
2024	$12,824,235	$ ---
2025	25,648,469	14,905,000
2026	25,648,469	22,405,700
2027	25,648,469	22,404,700
2028	25,648,469	22,405,500
2029	25,648,469	22,406,300
2030	25,648,469	22,405,300
2031	25,648,469	22,405,700
2032	25,648,469	22,405,400
2033	25,648,469	22,407,300
2034	25,648,469	22,404,000
2035	25,648,469	22,403,400
2036	25,648,469	22,407,800
2037	25,648,469	22,404,200
2038	25,648,469	22,405,200
2039	25,648,469	22,407,500
2040	25,648,469	22,402,800
2041	9,996,761	22,403,100
2042	---	22,404,500
2043	---	22,403,100
	$433,196,500	$418,196,500

[1] Based on collections in Richmond County of the one percent county special purpose local option sales tax for calendar year 2022 ($51,296,937), an assumed growth rate of -0-% per year, and maximum authorized collections of $433,196,500.

[2] Based upon a maximum authorized interest rate of 6.00% and after deducting funded interest and expected interest earnings thereon.

STATE OF GEORGIA
RICHMOND COUNTY

CLERK'S CERTIFICATE

I, **LENA J. BONNER,** Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Augusta-Richmond County Commission (the "Commission") at an open public meeting duly called and lawfully assembled at 2:00 p.m., on the 5th day of December 2023, in connection with authorizing the commencement of validation proceedings for its general obligation bonds, the original of such resolution being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Commission were present at such meeting:

Mayor Garnett L. Johnson
Jordan Johnson
Stacy Pulliam
Catherine Smith McKnight
Alvin Mason
Bobby Williams
Tony Lewis
Sean Frantom
Brandon Garrett
Francine Scott
Wayne Guilfoyle

and that the following members were absent:

_____

_____

_____

and that such resolution was duly adopted by a vote of:

Aye ___ Nay ___

WITNESS my hand and the official seal of Augusta, Georgia, this the 5th day of December 2023.

(SEAL) _____
Clerk of Commission

Commission Meeting

December 5, 2023

AO Mary Fund Resolution Wisconsin PFA

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Motion to **approve** Resolution of the Augusta-Richmond County Commission approving (1) Public Finance Authority multifamily housing revenue bonds (the Mary Fund Augusta, LLC project), series 2023 and (2) the financing by the Public Finance Authority of a capital improvement project to be located within Augusta, Georgia **(Approved by Finance Committee November 28, 2023)**
Background:	Section 147 (f)(2)(A)(ii) requires the governmental unit with jurisdiction over the area in which a tax-exempt bond financed facility is located to approve the tax-exempt bonds. Also, the Wisconsin statute governing the Public Finance Authority ("PFA") requires the political subdivision in whose jurisdiction a facility to be financed by the PFA is located to approve the PFA financing that facility. The Commission is the governing body of the consolidated government of Augusta, Georgia, which is the political subdivision with jurisdiction over the facility to be financed.
Analysis:	Section 147 (f)(2)(A)(ii) requires the governmental unit with jurisdiction over the area in which a tax-exempt bond financed facility is located to approve the tax-exempt bonds. Also, the Wisconsin statute governing the Public Finance Authority ("PFA") requires the political subdivision in whose jurisdiction a facility to be financed by the PFA is located to approve the PFA financing that facility. The Commission is the governing body of the consolidated government of Augusta, Georgia, which is the political subdivision with jurisdiction over the facility to be financed.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve Resolution of the Augusta-Richmond County Commission approving (1) Public Finance Authority multifamily housing revenue bonds (the Mary Fund Augusta, LLC project), series 2023 and (2) the financing by the Public Finance Authority of a capital improvement project to be located within Augusta, Georgia
Funds are available in the following accounts:	N/A

REVIEWED AND APPROVED BY: N/A

RESOLUTION #_____

RESOLUTION OF THE AUGUSTA-RICHMOND COUNTY COMMISSION APPROVING (1) PUBLIC FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS (THE MARY FUND AUGUSTA, LLC PROJECT), SERIES 2023 AND (2) THE FINANCING BY THE PUBLIC FINANCE AUTHORITY OF A CAPITAL IMPROVEMENT PROJECT TO BE LOCATED WITHIN AUGUSTA, GEORGIA

WHEREAS, Augusta, Georgia (the "Consolidated Government") is a political subdivision duly created and validly existing under and pursuant to the laws of the State of Georgia; and

WHEREAS, under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and under Treasury Regulation Section 1.147(f)-1(b)(3), the Consolidated Government must approve the revenue bonds proposed to be issued by the Public Finance Authority (the "Issuer"), a Wisconsin bond issuing commission created under Sections 66.0301 and 66.0304 of the Wisconsin Statutes, as amended, to be designated "Public Finance Authority Multifamily Housing Revenue Bonds (The Mary Fund Augusta, LLC Project), Series 2023" (the "Bonds") because it is the governmental unit having jurisdiction over the area in which any facility is to be located with respect to which financing is to be provided from the net proceeds of the Bonds; and

WHEREAS, under Treasury Regulation Section 1.147(f)-1(c) and (d), the Consolidated Government will approve the Bonds only if its applicable elected representative approves the Bonds following a public hearing held in a location that, based on the facts and circumstances, is convenient for residents of the Consolidated Government and for which there was reasonable public notice; and

WHEREAS, the Augusta-Richmond County Commission is the applicable elected representative of the Consolidated Government, within the meaning of Treasury Regulation Section 1.147(f)-1(e)(A), because it is the Consolidated Government's elected legislative body; and

WHEREAS, on _____, 2023, at 2:00 p.m., in the Commission Chamber located on the second floor of the Municipal Building at 535 Telfair Street in Augusta, Georgia, the Consolidated Government, through the Augusta-Richmond County Commission, conducted a public hearing on the proposed issuance of the Bonds and the location and nature of the proposed facilities to be financed with the proceeds of the Bonds, notice of which was published in The Augusta Chronicle on _____, 2023; and

WHEREAS, Section 66.0304(11)(a) of the Wisconsin Statutes prohibits the Issuer from issuing bonds (which are defined to mean any bond, note, or other obligation issued or entered into by the Issuer) to finance a capital improvement project in any state of the United States unless a political subdivision (which is defined to include any city, county, or other similar governmental entity in another state) within whose boundaries the project is to be located has approved the financing of the project, which approval may be made by the governing body or the highest ranking executive or administrator of the political subdivision; and

WHEREAS, The Mary Fund Augusta, LLC, a Georgia limited liability company, which proposes to borrow the proceeds of the sale of the Bonds from the Issuer, has requested the Consolidated Government to approve the Bonds and the financing by the Issuer of the hereinafter described facilities, which are to be located within the territorial limits of the Consolidated Government, in order to satisfy the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of December 28, 2010 (the "Joint Exercise Agreement"), and Section 66.0304(11)(a) of the Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission (the "Commission") as follows:

1. The Commission hereby approves the Bonds, which:

   (a) will constitute "qualified 501(c)(3) bonds" as defined in Section 145 of the Code for multifamily housing facilities and working capital expenditures; and

   (b) are to be issued in a maximum stated principal amount of $80,000,000 to finance the costs of acquiring, renovating, and installing the multifamily housing facilities known as "The Landings at 237," which are located at 237 Fox Trace in Augusta, Georgia and are to be initially owned by The Mary Fund Augusta, LLC, a Georgia limited liability company whose sole member is The Mary Fund, Inc., a Connecticut nonstock corporation.

2. The Commission hereby approves the financing by the Issuer of the facilities described in Section 1, to be located within the territorial limits of the Consolidated Government, in order to satisfy the requirements of Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement.

3. This approval is solely for the purposes of (1) complying with, and is to be construed in accordance with, the provisions of Section 147(f) of the Code and (2) enabling the Issuer to comply with, and is to be construed in accordance with, the provisions of Section 66.0304(11)(a) of the Wisconsin Statutes, and shall not result in or impose any pecuniary liability upon or constitute a lien upon the property of or a claim against the Consolidated Government.

4. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent only of such conflict. This repealer shall not be construed as reviving any resolution or part thereof.

5. This resolution shall become effective immediately, and if any section, paragraph, clause, or provision hereof shall for any reason be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining provisions hereof.

PASSED, ADOPTED, SIGNED, APPROVED, and **EFFECTIVE** this _____ day of _____ 2023.

(SEAL)

AUGUSTA, GEORGIA

Attest:

By:_____
Mayor

_____
Clerk of Commission

CLERK OF COMMISSION'S CERTIFICATE

I, **LENA J. BONNER,** the duly appointed, qualified, and acting Clerk of Commission of Augusta, Georgia (the "Consolidated Government"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the approval by the Consolidated Government of the issuance by the Public Finance Authority of revenue bonds to finance a capital improvement project to be located within the territorial limits of the Consolidated Government, constitute a true and correct copy of a resolution adopted on _____, 2023 by the Augusta-Richmond County Commission in a meeting duly called and assembled, after due and reasonable notice was given in accordance with the procedures of the Consolidated Government and with applicable provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of public record in the Minute Book of the Consolidated Government, which is in my custody and control.

I further certify that such resolution has not been rescinded, repealed, or modified.

Given under my signature and the seal of the Consolidated Government, this _____ day of _____ 2023.

_____
Clerk of Commission of Augusta, Georgia

(SEAL)

Commission Meeting

December 5, 2023

Augusta Judicial Circuit District Attorney Office-Victim Assistance Program

Department:	Augusta Judicial Circuit District Attorney Office-Victim Assistance Program
Presenter:	Jared Williams or Staff
Caption:	Motion to **approve** and accept a grant award for the continuation of the Victim Of Crime Act (VOCA) Grant with funding of **$74,902.00** from the Criminal Justice Coordination Council of Georgia (CJCC) to provide services to crime victims for the period of October 1, 2023, through September 30, 2024 and authorize the Mayor to execute the necessary documents. **(Approved by Public Safety Committee November 28, 2023)**
Background:	It is for the Victim Assistance Program in the District Attorney's Office. The DA's office has received funding from CJCC for over 20 years, and this is a continuation grant from last year. The purpose is to allow for the provision of services to crime victims as outlined in the Crime Victims' Bill of Rights. The funding is used for the salaries of two Advocates.
Analysis:	
Financial Impact:	Funded via CJCC VOCA Grant
Alternatives:	N/A
Recommendation:	Please approve the Victim of Crime Act (VOCA)
Funds are available in the following accounts:	Budgeted in org key 220022627
REVIEWED AND APPROVED BY:	N/A

Adorea Hawthorne

From: Sarai Leonides-Medina <sleonides@pacga.org>
Sent: Tuesday, November 7, 2023 3:31 PM
To: PACGA VOCA Shared Mailbox
Subject: [EXTERNAL] FFY24 VOCA Award Letter- Intent to Fund
Attachments: PAC_VOCA_Pre-Award Notification.pdf

Good Afternoon All,

Attached is a letter from CJCC that outlines their intent to fund PAC's VOCA Grant awards for FFY24 (October 1, 2023-September 30, 2024). Your individual office's award in included in the total amount. We are providing this letter because some offices have indicated that they need to provide documentation to their county commissioners regarding the VOCA award.

Please note, VOCA budgets have NOT been approved yet. Additionally, it's important to be aware that the FFY24 VOCA Grant funds are for Personnel only.

PAC will send individual award letters, grant terms and conditions, and activation packages which will include the new grant number, to your offices as soon as we receive our award letter from CJCC. Please note that at this time we do not have an ETA on this, and it could take several weeks.

Please let me know if you have any questions, thanks!

SARAI LEONIDES MEDINA
Prosecuting Attorneys' Council of Georgia
Victim Services/Grants Manager
1590 Adamson Parkway, 4th Floor
Morrow, GA 30260
Main Office: 770-282-6300
Direct: 770-282-6290
Website: www.pacga.org
Twitter, IG & Facebook: @GAProsecutors

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[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on **links**, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

BRIAN P. KEMP
GOVERNOR

JAY NEAL
DIRECTOR

October 4, 2023

CFDA: 16.575

Mr. Pete Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway
4th Floor
Morrow, GA 30260

Application ID: 1120910597

Dear Mr. Skandalakis,

I am pleased to inform you that the Criminal Justice Coordinating Council (CJCC) has approved to partially fund your 2023 Victims of Crime Act (VOCA) Competitive Grant Application in the amount of $6,604,500. If you would like to appeal this funding decision, please submit a letter of appeal, along with any associated support documentation, by close of business **Friday, October 20, 2023** to the email address stated below:

Email Address: victimassistance@cjcc.ga.gov
Subject Line: VOCA Competitive RFA – Appeal Letter

Please note that your agency's award package is forthcoming. Once received, your agency must complete and return the award package to CJCC within 45 calendar days before your subgrant award is activated. Please refer to the checklist within the award packet while completing the required documents. A revised detailed budget must also be included with your award documents; consistent with the award amount stated above. CJCC recognizes that agencies are the experts on the needs of their programming, and as such, CJCC will allow subrecipients to revise their FY2023 VOCA budget. With the exceptions of denying unallowable costs and costs outside the identified priorities, subrecipients are encouraged to reallocate their budget to best meet the program and agency's needs.

If you have questions or concerns regarding the grant process, please contact your Grants Specialist, Shannon Montgomery, at shannon.montgomery@cjcc.ga.gov. We look forward to working with you during the upcoming grant period.

Sincerely,

Jay Neal
Executive Director

Adorea Hawthorne

From: Sarai Leonides-Medina <sleonides@pacga.org>
Sent: Friday, September 15, 2023 4:30 PM
To: Adorea Hawthorne; Donna Williams; Jared Williams; Nancy He
Subject: [EXTERNAL] FFY24 VOCA AWARD INFORMATION
Attachments: FAQ for VOCA Funded Offices for FFY24.pdf; Budget_Detail_Worksheet.xlsx; Guidelines for Preparing your Budgets (FFY24) .pdf

Good Afternoon Augusta Judicial Circuit:

We have been working diligently with CJCC to determine what the upcoming grant year, which begins October 1, 2023, will look like. **Please read this email carefully in its entirety for important information regarding the VOCA grant.**

Below is your estimated VOCA award for FY24 based on verbal confirmation we have received from CJCC.

Augusta Judicial Circuit	
FY24 **CONFIRMED ESTIMATED** Award:	$74,902

FAQ:
Please see the attached FAQ for answers to questions about special positions and more. PAC will periodically update and share this document as we receive additional questions from the VOCA funded offices.

Timeline:
It is important to note that the above amount is an estimate based on the verbal confirmation provided by CJCC in advance of formal award approval. Neither CJCC's Victim Services Grants Committee nor the CJCC Full Council have voted to approve the awards yet. The Committee is scheduled to vote on September 22, 2023, and the Full Council is scheduled to vote on September 27, 2023. As soon as the CJCC Full Council has voted on the award recommendations, we will communicate any changes to your offices. Award letters, MOAs, and grant activation documents will follow as soon as we receive an award letter from CJCC, which could take several weeks.

Budget:
Please begin preparing **ONE** budget based on the award amount provided above. These budgets are due by COB **October 13, 2023.** Note that only one budget should be submitted per DA or SG's office. Funds should not be split between counties or for specified positions. Please use the attached Budget Worksheet and Guidelines for Preparing your Budget document as you prepare your budget.

As always, please let me know if you have any questions.

SARAI LEONIDES MEDINA
Prosecuting Attorneys' Council of Georgia
Victim Services/Grants Manager
1590 Adamson Parkway, 4th Floor
Morrow, GA 30260
Main Office: 770-282-6300
Direct: 770-282-6290
Website: www.pacga.org
Twitter, IG & Facebook: @GAProsecutors

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AUGUSTA, GEORGIA
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000465	DA OFFICE	FY 23-24 Augusta VWAP VOCA

Requesting the VOCA Grant to continue the current level and provision of services to crime victims in the Augusta Judicial Circuit as outlined in the Crime Victims' Bill of Rights. This grant is a continuation grant for the salaries of two separate victim advocates to carry out the services above. / Local Match Waiver Amount: 18,725.50 / EEO Required: Yes / EEO Notified: Yes

(Budgeted in 2024)

Start Date: 10/01/2023 **End Date:** 09/30/2024
Submit Date: 10/24/2023 **Department:** 028 District Attorney **Cash Match?** Y
Total Budgeted Amount: 93,627.00 **Total Funding Agency:** 74,902.00 **Total Cash Match:** 18,725.00

Sponsor: GM0012 Criminal Justice Coord Co
Sponsor Type: PT Pass thru Federal
Purpose: 3 Victims Rights
Flow Thru ID: GM0017 Prosecuting Attorney's Council

Contacts

Type	ID	Name	Phone
I	GMI041	Hawthome, Adorea	(706)821-1214

Approvals

Type	By	Date
FA	J. WILLIAMS	10/24/2023

Dept. Signature: [signature]
Grant Coordinator Signature: [signature] 11/1/2023

1.) I have reviewed the Grant application and enclosed materials and:

- [x] Find the grant/award to be feasible to the needs of Augusta Richmond County
- [ ] Deny the request

Donna B Williams — Finance Director — 11-1-2023 — Date

2.) I have reviewed the Grant application and enclosed materials and:

- [x] Approve the Department Agency to move forward with the application
- [ ] Deny the request

[signature] — Administrator — 11/6/23 — Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

Commission Meeting

December 5, 2023

Accept an award from Georgia Emergency Management Agency (GEMA) in the amount of $58,500.00 to enhance the Richmond County Sheriff's Office Bomb Canine Unit

Department:	Richmond County Sheriff's Office
Presenter:	N/A
Caption:	Motion to **accept** an award from Georgia Emergency Management Agency (GEMA) in the amount of $58,500.00 to enhance the Richmond County Sheriff's Office Bomb Canine Unit. **(Approved by Public Safety Committee November 28, 2023)**
Background:	The Department of Homeland Security through the Georgia Emergency Management Agency (GEMA) has awarded $58,500.00 to the Richmond County Sheriff's Office Bomb K-9 Unit to assist in sustaining the unit. The RCSO K-9 Unit will use the monies to purchase supplies, food, and Vehicle for the Bomb K-9 dogs.
Analysis:	None
Financial Impact:	This is a 100% reimbursable grant. Upon completion of purchases, RCSO will submit reimbursement request to GEMA.
Alternatives:	None
Recommendation:	Accept the award of $58,500.00 from the Department of Homeland Security to assist in sustaining the RCSO Bomb K-9 program.
Funds are available in the following accounts:	100% Reimbursable from grant
REVIEWED AND APPROVED BY:	N/A

AUGUSTA, GEORGIA
New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000467	SHERIFF	FY 23 K9 GEMA GRANT

Requesting grant offered by Georgia Emergency Management and Homeland Security to acquire and sustain the Sheriff's Office Explosive Ordinance Disposal Canine Program. Cash match required: No / EEO required: No / EEO dept. notified: No

Start Date: 10/01/2023 **End Date:** 09/30/2025
Submit Date: 10/31/2023 **Department:** 032 Sheriff **Cash Match?** N
Total Budgeted Amount: 58,500.00 **Total Funding Agency:** 58,500.00 **Total Cash Match:** 0.00

Sponsor: GM0008 US Homeland Security
Sponsor Type: F Federal
Purpose: 6 K-9 Operations **Flow Thru ID:**

Contacts

Type	ID	Name	Phone
I	GMI003	Freeman, Veronica	(706)821-1067

Approvals

Type	By	Date
FA	R. ROUNDTREE	10/31/2023

Dept. Signature:
Grant Coordinator Signature: MJC 11/1/2023

1.) I have reviewed the Grant application and enclosed materials and:

- ✓ o Find the grant/award to be feasible to the needs of Augusta Richmond County
- o Deny the request

Finance Director — Date: 11-1-2023

2.) I have reviewed the Grant application and enclosed materials and:

- ✓ o Approve the Department Agency to move forward with the application
- o Deny the request

Administrator — Date: 11/6/23

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

Project #45: Application - Richmond County Sheriff's Office EOD K-9

Routing in Progress: Applicant Award Notification (Step 5 of 7)

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title:	Richmond County Sheriff's Office EOD K-9
Total Project Cost:	$58,500.00
Eligible Amount:	$58,500.00
Cost Summary:	Equipment $58,500.00 Note: these values will only update after the form is saved.
Funding Sources:	Federal - $58,500.00 State - $0.00 Local - $0.00
FEMA Obligation Data:	Federal Number - < no value >

Workflow Summary

Current Step:	5) Applicant Award Notification Description: Applicant has received notification of the Award and is now executing the Agreement
Last Advanced:	Sep 24, 2023 at 10:54 PM by Linda Criblez
Last Note Added:	Sep 24, 2023 at 10:54 PM by Linda Criblez
Submission:	Mar 9, 2023 at 9:31 AM by Donald McVean

Grant

2023 State Homeland Security Program
State Homeland Security Program
Start Date: October 1, 2023
End Date: September 30, 2025
CFDA Number: 97.067

Applicant

Richmond County Sheriff
Name (Legal): Richmond County Sheriff's Office
Richmond County
UEI:
FIPS: 24599245
FEIN #: 58-6000881
Vendor # (Applicant): 0000002434
DUNS #: 073438418 Type: SHERIFF DEPARTMENT
Physical: 400 Walton Way
Augusta, GA, 309012438
Mailing: 400 Walton Way
Augusta, 30901-2438
Augusta, GA, 309012438

Project

F # S #45
Richmond County Sheriff's Office EOD K-9
EOD K9 Explosive Ordnance Disposal w/K9 Partner

Project POP Deadline:
September 30, 2025
Eligible: $58,500.00
Un-Expended Eligible:
$58,500.00

Introduction

Summary Information

Grant: 2023 State Homeland Security Program

Project Discipline Type: Explosive Ordnance Disposal w/K9 Partner

Title: Richmond County Sheriff's Office EOD K-9

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

Total Project Investment Amount: 54,000.00

Project Capabilities Type: Sustaining Existing Capabilities

Project Jurisdiction Description: 2023 EOD K-9 Sustainment

Does the project require an MOU to a State Agency? Yes

Primary Contact: Donald McVean - Corporal

Edit

Email Address: Dmcvean@augustaga.gov
Phone: 706-825-3393

Alternate Contact: Gabriel Garner - Deputy

Edit

Email Address: ggarner@augustaga.gov
Phone: 706-821-1256

Authorized Contact: Donald McVean - Corporal

Edit

Email Address: Dmcvean@augustaga.gov
Phone: 706-825-3393

Financial Contact: Veronica Freeman - Finance Director

Edit

Email Address: vfreeman@augustaga.gov

Phone: 706-821-1067

This application contains Work Activity and Costs in the following areas: Equipment

Hold Ctrl key to select multiple areas.

Federal Funding Accountability and Transparency Act Certification (FFATA)

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

a. in the sub-grantee's preceding fiscal year, the sub-grantee received
   i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

Are all of the above statements true? No

Project Details

Summarize the proposed project, including its purpose and how it aligns with the State's funding priorities for this Grant:

To provide Explosive Detection K9's throughout our region and surrounding counties unable to locally have these services. To assist GEMA/Homeland Security with high profile events that require these services.

Priorities

DHS/FEMA continually assesses changes to the threat landscape to further the National

Preparedness Goal (the Goal) of a secure and resilient nation. This analysis provides a

perspective on critical preparedness trends for whole community partners to use to inform

program priorities, allocate resources, and communicate with stakeholders about issues of

shared concern. DHS/FEMA have identified the following as national priority areas:

• Emerging Threats, including Cybersecurity

• Lifelines (more information found in this fact sheet and toolkit)

• Safety and Security

• Food, Water, Sheltering

• Health and Medical

• Energy

• Communications

• Transportation

• Hazardous Material

Will the funds being applied for supplant other funding for this project?

No

Example: SPLOST or other local funds already planned for use to do this project

Primary Core Capability to be addressed by this Project:

Common - Long-Term Vulnerability Reduction

Estimate the amount of funding you are requesting that will be used to strengthen the selected Primary Core Capability:

$ 6,000.00

Secondary Core Capability to be addressed by this Project:

Common - Long-Term Vulnerability Reduction

Estimate the amount of funding you are requesting that will be used to strengthen the selected Secondary Core Capability:

$ 48,000.00

How much of the funding in the proposed project can be associated with Law Enforcement Terrorism Prevention Activities (LETPA)?

$

This could include activities and equipment with a nexus to terrorism that are focused on information sharing and analysis; target hardening; treat recognition; terrorism interdiction; fusion center operation; or training/exercises associated with these activities.

Briefly explain how this project will support LETPA:

Risk Assessment

Agency Tax Status?	Appropriated Division of the Town
Agency Fiscal Year:	January through December

For example: July-June or Jan-Dec

Legal name of the entity to which the FTIN was assigned:	Augusta - Richmond County
Does the Physical Address on file match your address as listed on SAM.gov?	No
Address Line 1:	535 Telfair St
Address Line 2:	N/A
City:	Augusta
State:	GA - Georgia
Zip Code:	30901
Is the Mailing Address on file correct?	Yes

400 Walton Way Augusta, 30901-2438 Augusta Georgia 309012438

Has your organization been audited in the past 12 months?	Yes, by an outside audit firm

Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends $750,000 or more in federal assistance during its fiscal year)?	Yes
Has the A-133 single audit been submitted to primary pass through Party?	Yes
Who was the audit sent to?	Mauldin and Jenkins
What date was the audit sent?	Jun 29, 2022
Did the organization have significant audit findings from your last single audit regarding program non-compliance?	No
If the single audit has not yet been conducted, when will this be completed?	Jul 1, 2023
What type of accounting system do you use?	Automated
Does your organization have written policies and procedures for checks and balances of all fiscal transactions?	Yes

Does your organization maintain for inspection all the books, documents, payroll papers, accounting records and grant files pertaining to sub grant agreements and contracts for a period of three years after the close of the sub-grant?

Yes

Is the Unique Entity Identifier (UEI) on file for your organization correct?

Yes

UEI:

Costs

Cost Line Items

- Cost line items should be listed in the order of descending priority, with the most important item first, then second most important item next, and so on.
- Costs must be rounded to the nearest whole dollar amount.
- For Equipment items costing $5,000 or more each it is required to provide a Tangible Property Report. If applicable, please attach to this application prior to submission.

Classification	Description	Qty	Price	
Area Equipment Type Explosive Ordinance Disposal (EOD) K9 AEL Code (List) 16AC-04-VETL-Equipment and Supplies	16AC-04-VETL - Equipment and Supplies, Large Animal Veterinary Care	1	$ 6,000.00	$6,000.00
Area Equipment Type Explosive Ordinance Disposal (EOD) K9 AEL Code (List) 07ED-01-DOGS-Canines	07ED-01-DOGS - Canines, Explosive Detecting, Vehicle Replacement	1	$ 48,000.00	$48,000.00
Area Equipment Type Explosive Ordinance Disposal (EOD) K9 AEL Code (List) 01LE-01-ARMR-Armor	01LE-01-ARMR - Armor, Body	3	$ 1,500.00	$4,500.00
Application Total				**$58,500.00**
Grand Total				**$58,500.00**

Funding Sources

Method: ◉ By Percent ○ By Amount

Funding Source / Other Agency

Estimated Federal Share:	100	%	$58,500.00
Total Allocated:	100	%	$58,500.00

Equipment Work Plan

Provide up to four major milestones and their associated completion dates that will be required to complete the project.

Add an Objective

EHP Review

Projects that are not classroom training and are not simply (portable) equipment purchases will require an Environmental and Historic Preservation (EHP) Review to be done before work begins. If you wish to review the EHP screening form or program requirements, they can be found at the FEMA EHP site by clicking here.

EHP Review Required:	No

Commission Meeting

December 5, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the minutes of the Special Called Meeting of the Commission held on Tuesday, Nov 28, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

CALLED MEETING

COMMISSION CHAMBER
November 20, 2023

Augusta Richmond County Commission convened at 2:00 p.n., Monday, November 20, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: Good afternoon, ladies and gentlemen. Before we call this meeting to order, I'm going to turn it over to the commissioner from the 9th for a point of personal privilege.

Ms. Scott: Thank you, Mr. Mayor. Today is a special day, it's our Clerk's birthday and on behalf of the Commission, happy birthday.

Mr. Mayor: Happy birthday and many, many more. Can't thank you enough for everything that you do for us. Madam Clerk, we appreciate you. With that being said, I call this meeting to order. Madam Clerk, the floor is yours.

The Clerk: Thank you, Mr. Mayor. **The purpose of today's meeting is for an executive session to discuss personnel.**

Mr. Brown: We request a motion to enter executive session for these purposes.

Ms. McKnight: So move.

The Clerk: We have a motion; do we have a second? Ms. McKnight.

Mr. Johnson: Second.

The Clerk: Mr. Johnson second.

Mr. Mayor: We have a motion and a second. Before we vote there –

Mr. Guilfoyle: A point of privilege, Mr. Mayor.

Mr. Mayor: The Chair recognizes the commissioner from the 8th, Mr. Guilfoyle.

Mr. Guilfoyle: Mr. Mayor, I want to know before we go into executive session for everybody to have a clear understanding what is the process for the Administrator search from here forward.

Mr. Mayor: All right. Is the HR person here, Attorney Brown, can you get Ms. Rookard in before –

Mr. Guilfoyle: And probably, Attorney Brown, about the Charter, what the Charter states.

Mr. Brown: About?

Mr. Guilfoyle: About the process, sir.

Mr. Brown: I believe you're referring to Augusta's Code, however, I will say something just briefly. This is a special called meeting. The purpose of special called meetings must be specifically designated and made known to the public. The only notice that has gone out is for this body to enter executive session for the discussion of real estate –

The Clerk: Personnel.

Mr. Brown: Personnel. It cannot, unless it adds something to its agenda now, it cannot discuss the process on the floor. However, you could look at documents that may be available to you to see what that process is. Do you intent to take a vote or any action on any discussion of the process?

Mr. Mayor: Ms. Rookard, can you come forward please. There is a question for you. Thank you so much, Director Rookard. Commissioner from the 10th, can you rephrase your question please to Director Rookard for an answer?

Mr. Guilfoyle: Yes, good afternoon, Ms. Rookard. I was trying to find out what the process is for what it clearly states in the Charter from this moment forward as far as what we're here for.

Ms. Rookard: I'm confused with what your question is.

Mr. Guilfoyle: Okay, what is the process moving forward per the Charter? What is the responsibility of the Commission, what is the responsibility of the Mayor in selecting a candidate or candidates?

Ms. Rookard: The process that Commission set forth for me was to find a recruiting firm that would help you in your search for an Administrator. The recruiting firm is to bring you, to help you get to 12 and then get you to seven and then the, you send those seven to the Mayor and the Mayor sends you three. That's my understanding.

Mr. Guilfoyle: Okay. And what happens if we fail to hire any of the three?

Ms. Rookard: Then I believe and please help me with this one, legal, then we would start the process again.

Mr. Mayor: Attorney Brown, I see you shaking your head, sir.

Mr. Brown: I'm going to answer this question, Mayor Johnson, but as Chair of this meeting it is your responsibility to make sure that the subject matter that you're discussing is permitted by law. I've already explained to you that the only matter on this agenda is personnel which is to be discussed in executive session. However, if this is a casual conversation that does not go much

further, I will answer that. Once the process whittles down to seven, the Commission will send those to the Mayor. The process that you approved stated that every, each of those seven will be interviewed. The Code says Section 1-2-30 says the Mayor can send up at least three and then assign his preference or priority to those three. If the Mayor, if the Commission does not hire either of those three, the Mayor shall send another round up to three back to the Commission. The process appears that the Mayor will continue to send until the Commission approves. There is no limitation on the number that can be sent except within the process approved by the Commission.

Mr. Mayor: Commissioner from the 10th, are you clear with that? Do you understand?

Mr. Guilfoyle: Yes. And one question for Ms. Rookard. As far as the candidates, did the HR select the candidates for us to look at or is it the headhunter that presents us the candidates?

Mr. Mayor: Attorney Brown, is that permitted or are you okay with that?

Mr. Brown: We can finalize this. The answer is that Developmental Associates picks the candidates. HR is not part of that process.

Mr. Guilfoyle: Thank you.

Mr. Mayor: All right. Madam Clerk, we have a motion and a second. Seeing no one else in the queue, we're voting.

Motion carries 10-0.

Mr. Mayor: Thank you. We are now in executive session. Thank you.

[EXECUTIVE SESSION]

Mr. Mayor: All right.

Mr. Williams: Mr. Mayor.

Mr. Mayor: Commissioner from the 5th. You are recognized.

Mr. Williams: That's okay.

Mr. Mayor: Madam Clerk, I call this meeting back to order. Attorney Brown.

Mr. Brown: Mayor Johnson, Commissioners, we request a motion to execute the closed meeting affidavit.

Mr. Frantom: So move.

Ms. McKnight: Second.

Mr. Mayor: All right. There's been a proper motion and a second. Madam Clerk, we're voting.

The Clerk: Mr. Frantom.

Mr. Frantom: Yes.

The Clerk: Mr. Garrett.

Mr. Garrett: Yes.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: Yes, ma'am.

The Clerk: Mr. Lewis.

Mr. Lewis: Yes, ma'am.

The Clerk: Mr. Mason. Out. Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: Yes, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: Yes, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: Yes, ma'am.

Mr. Mason out.
Motion carries 9-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, does that conclude our business for today?

Mr. Brown: Yes, sir.

Mr. Mayor: All right, this meeting is hereby closed. You guys have a great day. See you tomorrow.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on November 20, 2023.

_____
Clerk of Commission

CALLED MEETING

COMMISSION CHAMBER
November 28, 2023

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, November 28, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

ABSENT: Hon. Pulliam, member of Augusta Richmond County Commission.

Mr. Mayor: Madam Clerk, I call this meeting to order. Attorney Brown.

1. **LEGAL MEETING**
   - **A. Pending and potential litigation**
   - **B. Real estate**
   - **C. Personnel**

Mr. Brown: Thank you, Mayor and Commissioners. We would request a motion to go into executive session for the discussion of personnel, pending and potential litigation and real estate.

Ms. McKnight: So move.

Mr. Frantom: Second.

Mr. Mayor: Madam Clerk, we have a motion by the commissioner from the 3rd and the second from the commissioner from the 7th. Let's vote.

Mr. Mason out.
Motion carries 8-0.

Mr. Mayor: Thank you, Madam Clerk. We're now in executive session. Thank you.

[EXECUTIVE SESSION]

Mr. Mayor: Ladies and gentlemen, thank ya'll for being here today. Madam Clerk, I call this meeting back to order.

The Clerk: Yes, sir.

Mr. Mayor: Attorney Brown.

2. **Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.**

Mr. Brown: Thank you, Mayor Johnson, Commissioners. We would request a motion to execute the closed meeting affidavit.

Mr. Garrett: So moved.

Mr. Mason: Second.

Mr. Mayor: I have a motion and a proper second. Madam Clerk, we're voting.

Mr. Lewis out.
Motion carries 8-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, are there any motions as a result of our executive session?

Mr. Brown: Yes, sir.

Ms. Douse: Mayor Johnson, I motion to approve the payment request by the Civil and Magistrate Court of Richmond County for the monthly payment of $500 commencing January of 2023 to Judge Shawn Merzlak for his services as a part-time Civil Court Judge of Richmond County, Civil and Magistrate Court.

Mr. Garrett: So moved.

Mr. Mason: Second.

Mr. Mayor: Madam Clerk, I have a motion and a proper second. We're voting.

Mr. Lewis out.
Motion carries 8-0.

Mr. Mayor: Attorney Brown.

Mr. Brown: Thank you, Mayor Johnson. We would request a motion to approve a resolution authorizing the settlement of all claims of Interstate Storage LLC in the aggregate amount of $35,000 payable to Interstate Storage LLC and Mark A. Cleary as their attorney, further authorizing the Administrator to disburse the amount of $35,000 waiving Augusta, Georgia Code of Ordinances Sections and conflict for this instance only and for other purposes.

Mr. Mason: So move.

Mr. Garrett: Second.

Mr. Mayor: All right, Madam Clerk, there's a motion and a second. We're voting.

Mr. Garrett votes No.
Mr. Lewis out.
Motion carries 7-1.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, does that conclude our motions?

Mr. Brown: Yes, sir.

Mr. Mayor: All right. With that concluding our motions, Madam Clerk, I consider this meeting closed and turn it over to the Public Service Committee Chairman.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on November 28, 2023.

_____
Clerk of Commission

CALLED MEETING

CONFERENCE ROOM 291
November 30, 2023

Augusta Richmond County Commission convened at 10:00 a.m., Thursday, November 30, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: I call this meeting to order. Attorney Brown, before we go to closed session, I just have hopefully an easy question that I'd like to address in the public. As we make this decision, as I make a decision of bringing forth candidates, I want an opinion regarding the job description of the Administrator as it reports through the Mayor to the Commission. What does that mean? I've talked to former Mayors and nobody has been able to give me a clear definition. Through the Mayor to the Commission. What does that mean? What does through the Mayor to the Commission mean?

Mr. Brown: First let me try to briefly respond. There is no agenda items, it's a special called meeting to go into executive session only. However, I'm not sure what any confusion may mean regarding going through the Mayor to the Commission. That means that, generally that means the Administrator in order to communicate to the Commission it could, he or she could go to the Mayor, the Mayor could advise or inform the Commission without the Commission meeting formally, however, the Administrator, if the real question is the Administrator is under the charge of the Commission, not the Mayor. The Mayor serves as Chair of the body. Normally if you go into a body normally you would go to the Chair. It's not the Mayor because the Mayor is the Mayor. It's because the Mayor is the Chair of the Commission. If for any reason the Mayor was not the Chair of the Commission or not present, the Administrator then would go the Mayor Pro Tem because that's the Chair. Normally communicate with the body you go to the Chair. The same as if, State law says that when you serve a government, you serve the CEO or the Chairman of that Board or the Mayor if there is a strong Mayor City, you go to the Mayor. That's how you serve. It is not an authority over the Administrator.

Mr. Frantom: Right, but as the Mayor he is part of the governing body.

Mr. Brown: Yes, he is the Chair of the governing body. He is a full member of the governing body and has certain roles.

Mr. Frantom: And practice has been that the Administrator like when she shares information with the Commission she shares with the Mayor as well as part of the governing body.

Mr. Brown: Oh, absolutely or the Administrator could share with the Mayor who then as the Chair do that or they could go direct but the Mayor is never excluded from a communication intended for the Commission.

Mr. Frantom: Okay.

Mr. Mayor: Okay, with that, Attorney Brown, you have the floor, sir.

Mr. Brown: Thank you, sir. Mayor Johnson, Commissioners, we request a motion to go into executive session for the discussion of personnel.

Mr. Frantom: So moved.

Mr. Johnson: Second.

Mr. Mayor: I have a motion from the commissioner Frantom, Commissioner Frantom was the motion –

The Clerk: Yes, sir, I've got that, I heard several seconds.

Mr. Mayor: No further discussion, we're voting. Roll call vote, Madam Clerk.

The Clerk: Yes, sir. Mr. Garrett.

Mr. Garrett: Yes.

The Clerk: Mr. Mason.

Mr. Mason: Yes.

The Clerk: Mr. Lewis.

Mr. Lewis: Yes, ma'am.

The Clerk: Ms. Scott.

Ms. Scott: Yes.

The Clerk: Mr. Guilfoyle.

Mr. Guilfoyle: Yes, ma'am.

The Clerk: Ms. Pulliam.

Ms. Pulliam: Yes.

The Clerk: Ms. McKnight.

Ms. McKnight: Yes, ma'am.

The Clerk: Mr. Johnson.

Mr. Johnson: Yes, ma'am.

The Clerk: Mr. Frantom.

Mr. Frantom: Yes, ma'am.

The Clerk: Mr. Bobby Williams.

Mr. Williams: Yes, ma'am.

Motion carries 10-0.

Mr. Mayor: All right, thank you, Madam Clerk.

[EXECUTIVE SESSION}

Mr. Mayor: Ladies and gentlemen, we're back in session. I call this meeting back to order. Attorney Brown.

Mr. Brown: Yes, thank you, Mayor, Commissioners. We request a motion to execute the closed meeting affidavit.

Mr. Garrett: So moved.

Ms. McKnight: Second.

Mr. Mayor: There's a motion and a second. With that, Madam Clerk, we're voting.

The Clerk: Any objectors?

Mr. Johnson: Without objection

The Clerk: Okay.

Mr. Mayor: No objectors.

Motion carries 10-0.

Mr. Mayor: All right, the meeting –

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on November 30, 2023.

_____
Clerk of Commission

Commission Meeting

December 5, 2023

Item Name: Z-23-50

Department: Planning & Development

Presenter: Carla Delaney, Director

Caption: **Motion** to **approve Z-23-50** – A request for concurrence with the Augusta Planning Commission to **approve** with conditions a petition by High Brass Development LLC, on behalf of Glenda Degenhardt and Johnny Anderson, Sr. requesting a **rezoning from zone A (Agricultural) and R-1A (One-family Residential) to zone R-1D (One-family Residential)** affecting property containing approximately 10.81 acres located at **2804 Meadowbrook Drive**. Tax Map #119-0-006-00-0. DISTRICT 5 **(Deferred from the November 21, 2023 Commission Meeting)**

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

1. The proposed development shall substantially conform to the subdivision layout submitted with the rezoning application.
2. Architectural features of the homes within the subdivision shall be complementary to surrounding neighborhoods. At a minimum, the front façades of the homes shall be brick and or stack stone.
3. Approval of this rezoning request does not constitute approval of the conceptual subdivision layout submitted with the rezoning application. Subdivision Development Plan approval in compliance with the Land Subdivision Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.
4. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

AUGUSTA-RICHMOND COUNTY, GEORGIA
PLANNING COMMISSION
STAFF REPORT

Case Number: Z-23-50
Hearing Date: Monday, November 6, 2023

Applicant: High Brass Development, LLC

Property Owner: Glenda Degenhardt and Johnny Anderson, Sr.

Address of Property: 2804 Meadowbrook Drive, Augusta, GA 30906

Tax Parcel #: 119-0-006-00-0

Present Zoning: A (Agricultural) and R-1A (One-family Residential)

Commission District: 5 (B. Williams) **Super District:** 9 (F. Scott)

Fort Eisenhower Notification Required: N/A

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezoning from A (Agricultural) and R-1A (One-family Residential) to R-1D (One-family Residential)	Single-family detached residences	Section 12

Summary of Request:

This request pertains to a 10.81-acre property located at the northwest corner of the intersection of Meadowbrook Drive near Redd Drive. The property, currently undeveloped, is partially zoned R-1A (One-family Residential) at its frontage along Meadowbrook Drive, while most of the property is zoned A (Agricultural). The applicant seeks rezoning of the entire property to R-1D (One-family Residential) to construct a single-family subdivision.

A petition was previously submitted back in May 2023 to rezone the property to R-1C (One-family Residential). The proposal consisted of 29 single-family residences with a density of 2.68 units per acre. The request was approved by the Planning Commission but then withdrawn by the applicant prior to a final vote by the Augusta Commission.

Comprehensive Plan Consistency:

The proposed development is in the South Augusta Character Area. South Augusta is largely characterized by a suburban pattern of development with low-density subdivisions and mostly single-family detached units on uniform lots. The 2018 Comprehensive Plan calls for "infill residential development at densities compatible with the surrounding area". Site design should

reflect existing neighborhood patterns and architectural styles and features of the surrounding area. The information provided with the application includes sample elevations of homes planned for the subdivision. Developers only intend to include brick as ascent features rather than installing brick along the entire front façade which was a point of discussion for the previous zoning action. Many homes in the area were constructed in the 1970s and largely consist of brick facades throughout the building's exterior.

Findings:

1. A petition was recently submitted in May 2023 to rezone the property to R-1C.
2. The conceptual plan submitted with this application features 43 single-family parcels, each measuring 45 feet wide and 112 feet deep, along with a mail kiosk, amenity area, and a stormwater detention pond.
3. A new public street with a sixty (60) foot right-of-way is proposed, and it would connect to Nighthawk Drive and Pawn Drive.
4. Sidewalks are proposed on both sides of the new street.
5. The nearest public school, Meadowbrook Elementary School, is situated immediately west of the subject property.
6. The property has access to municipal water and sewer lines.
7. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, Meadowbrook Drive is considered a minor arterial road.
8. Based on the information provided by the applicant on the Preliminary Traffic Impact Worksheet, the development is expected to generate 412 additional trips per day onto Meadowbrook Drive. The applicant failed to provide additional information on the form to receive a final determination from Traffic Engineering.
9. Augusta Transit service does not serve Meadowbrook Drive.
10. According to the FEMA Flood Insurance Rate Maps (FIRM) the southern portion of the property along Butler Creek is in a Special Flood Hazard Area AE and Shaded X comprising approximately 10 percent of the property. No development is proposed within the Special Flood Hazard Area.
11. Site topography slopes downward from the frontage towards Butler Creek, from 236 to 188 feet above sea level.
12. Southdale subdivision is zoned R-1C, while Deerwood Forest (adjoining the subject property to the southeast) is zoned R-1B. Neighborhoods across Meadowbrook Drive are zoned R-1A and R-1B. The overall composition of the surrounding area is one of single-family subdivisions of medium lot size; the proposed subdivision aligns with this composition.
13. This proposed use aligns with the recommended development pattern; therefore, the rezoning request is compatible with the Comprehensive Plan.
14. At the time of completion of this report staff has not received any inquiries regarding this application.

Recommendation: The Planning Commission recommends **Approval** of rezoning the property to R-1D, with the following conditions:

1. The proposed development shall substantially conform to the subdivision layout submitted with the rezoning application.
2. Architectural features of the homes within the subdivision shall be complementary to surrounding neighborhoods. At a minimum, the front façades of the homes shall be brick and or stack stone.
3. Approval of this rezoning request does not constitute approval of the conceptual subdivision layout submitted with the rezoning application. Subdivision Development Plan approval in compliance with the Land Subdivision Regulations of Augusta, Georgia for the actual development is required prior to construction commencing on the property.
4. Development of the property shall comply with all development standards and regulations of Augusta-Richmond County, Georgia, as amended, at the time of development.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

LETTER OF INTENT
2804 Meadowbrook Dr

TO	TO WHOM IT MAY CONCERN
FROM	Bo Knox/High Brass Dev. 104 Bellewood Dr Martinez GA 30907
DATE	September,12 2023

Planned use for this site will be single family detached homes with sidewalks, mail kiosk and gazebo in open area field.

All stormwater will be collected in proposed storm structures and piped to a proposed detention pond. Water quality will be handled in the proposed detention pond with a sand filter underdrain.

Low impact development and green infrastructure will be addressed with landscaping, grassed slopes and maintaining as much existing vegetation and trees as possible.

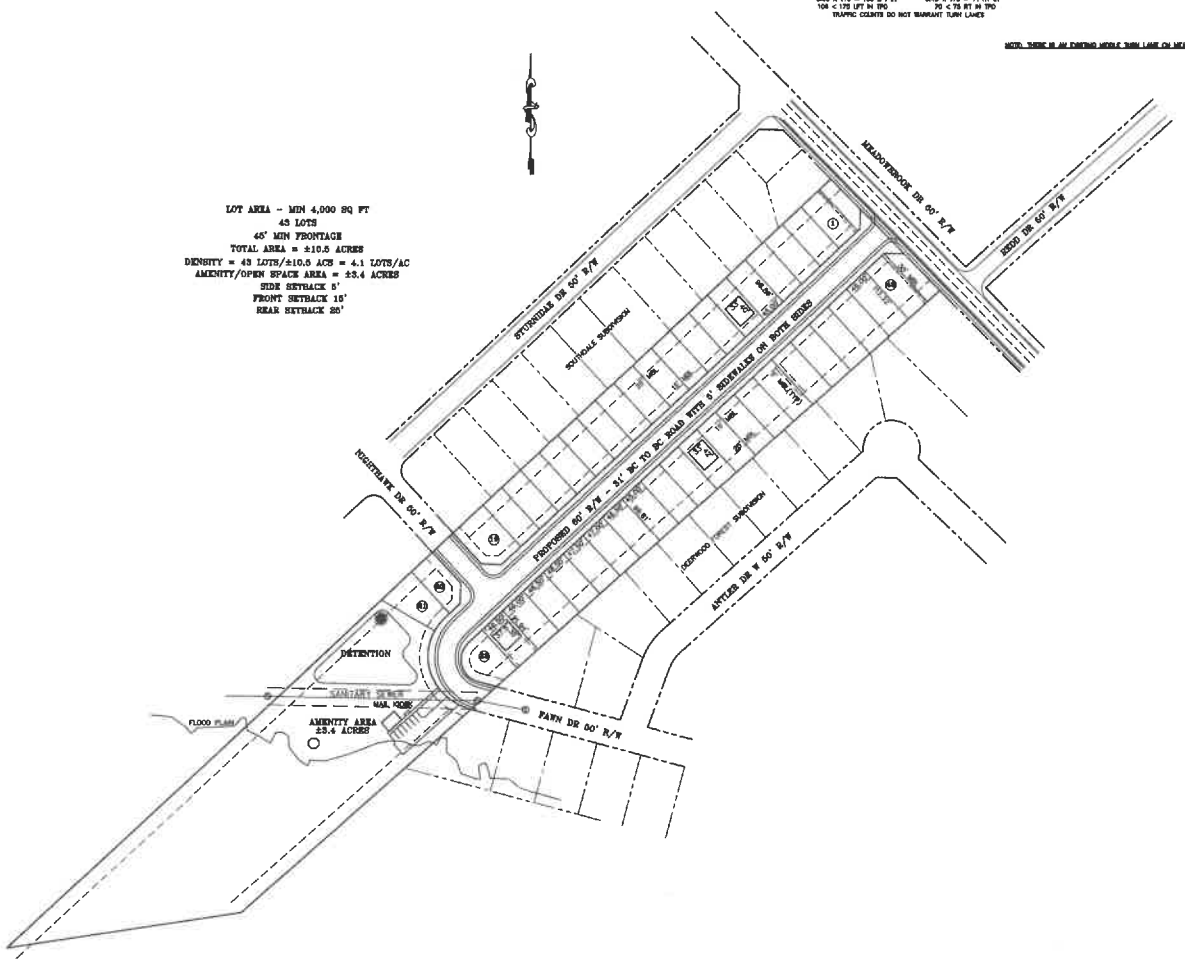
Sediment storage will be provided in the forebay of the proposed detention pond. Soil erosion and sediment control plans will be designed to minimize the disturbance of the site and prevent any silt from leaving the site.

Discharge from the pond will be released at a rate less than the undeveloped runoff. The discharge point will be protected by rip-rap or tied directly into the City's storm system. No known flooding issues exist on the adjacent downstream properties.

This site has access to an existing water main on Meadowbrook Dr and loop to an existing water main on Nighthawk Dr. All back flow devices and meters will be installed per City's details. Sanitary sewer is available at the rear of the property. The existing manhole is at the lower end of this development and should be adequate to service proposed improvements. A water test will be requested from the city at the time of engineering planning.

A tree plan will be submitted to the city showing all retained trees and proposed new plantings.

The proposed development (if approved) will begin the design phase in the Winter of 2023.



A
ZONING SKETCH
FOR

GEORGIA SUBCONTRACTING PROFESSIONALS, LLC

LOCATED IN THE 123rd GEORGIA MILITIA DISTRICT

AUGUSTA – RICHMOND COUNTY GEORGIA

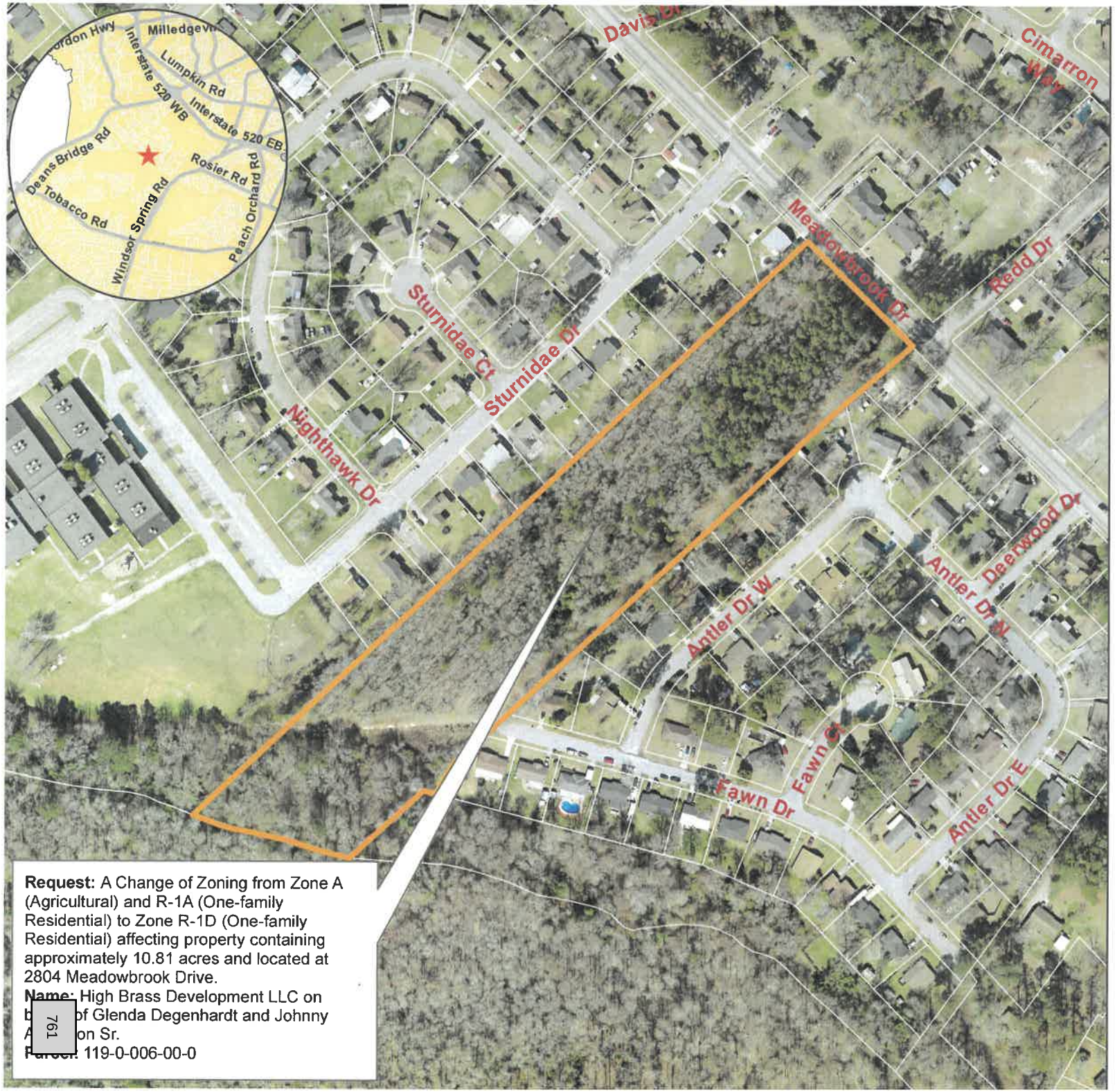
REV. OCT. 17, 2023
SEPTEMBER 15, 2023

SCALE: 1" = 100'

100' 0 100'

PREPARED BY:

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1326 INTERSTATE PARKWAY – AUGUSTA, GA.
Phone: (706) 868-8003 Fax: (706) 8



Request: A Change of Zoning from Zone A (Agricultural) and R-1A (One-family Residential) to Zone R-1D (One-family Residential) affecting property containing approximately 10.81 acres and located at 2804 Meadowbrook Drive.
Name: High Brass Development LLC on b[illegible]of Glenda Degenhardt and Johnny A[illegible]on Sr.
Parcel: 119-0-006-00-0

761

Planning Commission
Z-23-50
November 6, 2023

4804 Meadowbrook Drive

Aerial

Legend

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
10/17/2023 MH18072

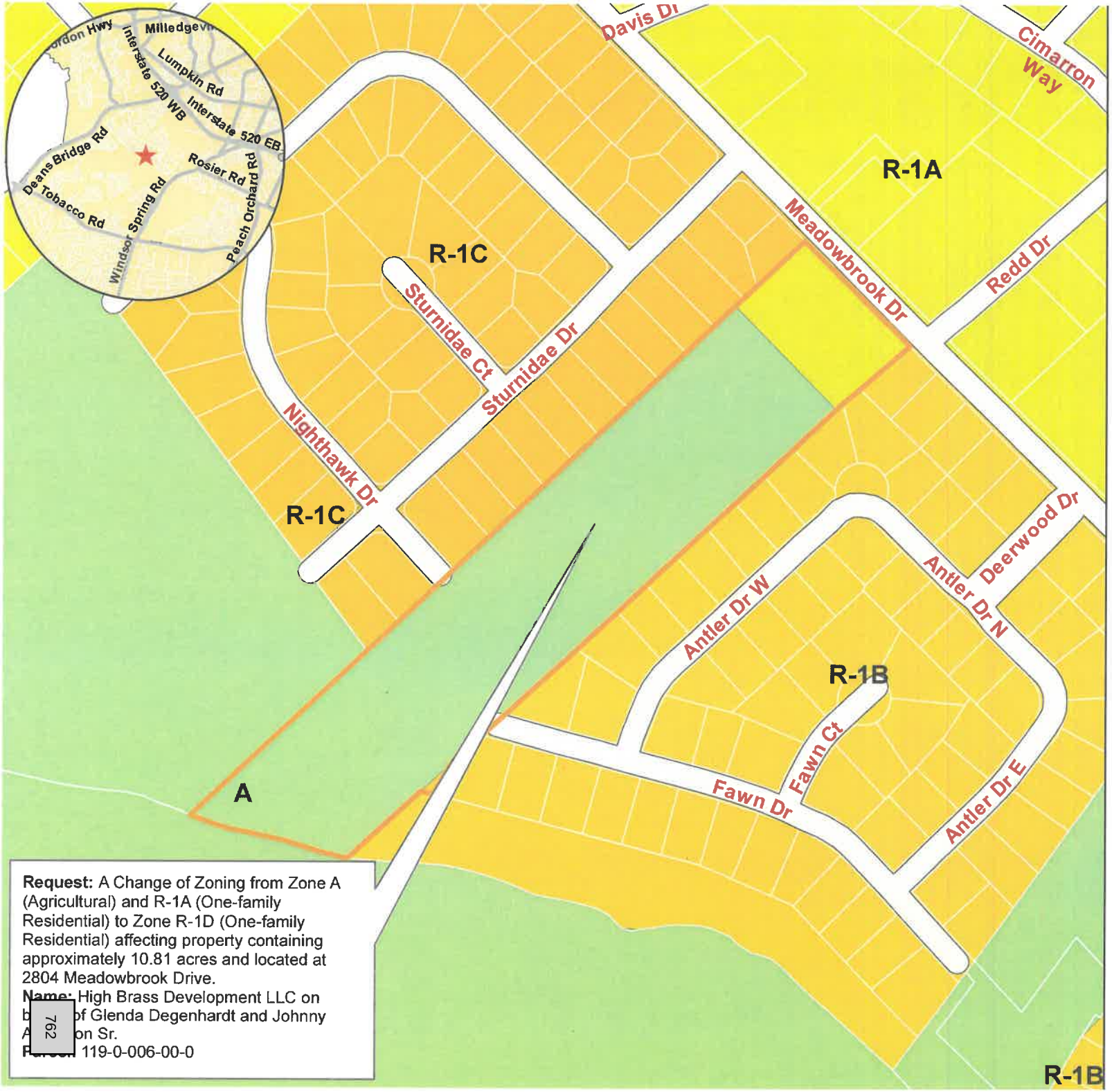
Augusta, GA Disclaimer

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N W E S

0 400 Feet

Item 37.



Request: A Change of Zoning from Zone A (Agricultural) and R-1A (One-family Residential) to Zone R-1D (One-family Residential) affecting property containing approximately 10.81 acres and located at 2804 Meadowbrook Drive.
Name: High Brass Development LLC on b[illegible]f Glenda Degenhardt and Johnny A[illegible]on Sr.
P[illegible]: 119-0-006-00-0

762

Planning Commission
Z-23-50
November 6, 2023

4804 Meadowbrook Drive

Current Zoning

Legend

Subject Property

Zoning Classification

- A: Agriculture
- R-1A: One Family Residential
- R-1B: One Family Residential
- R-1C: One Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
10/17/2023 MH18072

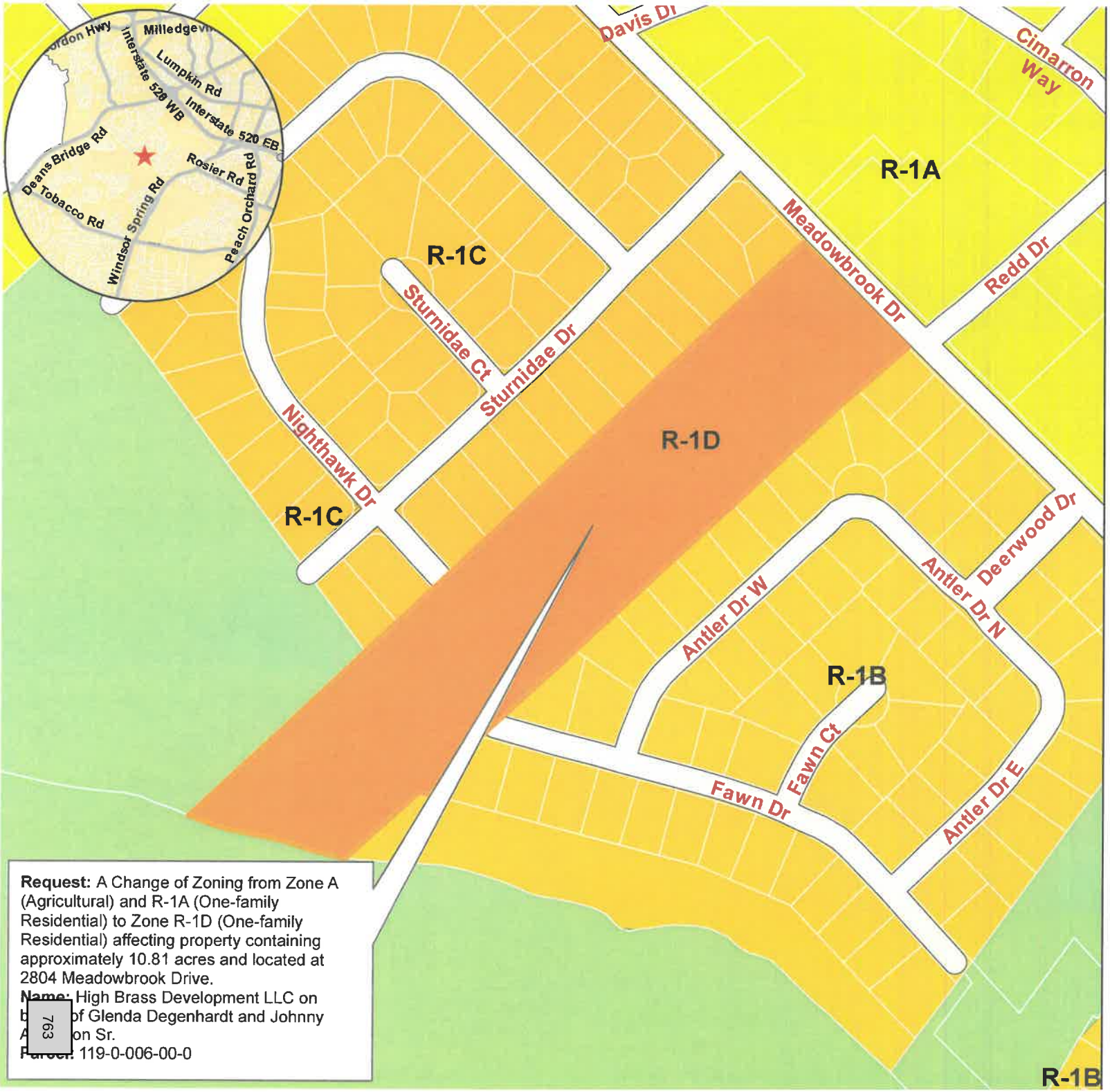
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N W E S

0 400 Feet

Item 37.



Request: A Change of Zoning from Zone A (Agricultural) and R-1A (One-family Residential) to Zone R-1D (One-family Residential) affecting property containing approximately 10.81 acres and located at 2804 Meadowbrook Drive.
Name: High Brass Development LLC on b[illegible] of Glenda Degenhardt and Johnny A[illegible]on Sr.
Parcel: 119-0-006-00-0

763

Planning Commission
Z-23-50
November 6, 2023

4804 Meadowbrook Drive

Future Zoning

Legend

Subject Property

Zoning Classification

- A: Agriculture
- R-1A: One Family Residential
- R-1B: One Family Residential
- R-1C: One Family Residential
- R-1D: One Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
10/17/2023 MH18072

Augusta, GA Disclaimer

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N W E S

0 400 Feet

Item 37.

Commission Meeting

December 5, 2023

Process, Procedures, and Oversight of the Augusta Land Bank

Department:	N/A
Presenter:	N/A
Caption:	Discussion of the process, procedures and oversight of Augusta Land Bank. **(Requested by Commissioner Wayne Guilfoyle)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Wayne Guilfoyle <augustatile1@gmail.com>
Sent: Tuesday, November 28, 2023 8:21 PM
To: Lena Bonner
Subject: [EXTERNAL] Augusta Land Bank

Mrs. Bonner, will you add to the Commission Agenda?

Discussion of the process, procedures and oversight of Augusta Land Bank

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on **links**, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

Commission Meeting

December 5, 2023

Update on the Disparity Study

Department:	N/A
Presenter:	N/A
Caption:	Update on the Disparity Study. **(Requested by Commissioner Francine Scott)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Francine Scott
Sent: Thursday, November 30, 2023 8:49 AM
To: Lena Bonner
Cc: Takiyah A. Douse
Subject: Disparity Study Update

Good Morning Ms. Bonner,

I would like to add to the Agenda an update on the Disparity Study.

Please and thank you.

Get Outlook for iOS

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AED:104.1

Commission Meeting

December 5, 2023

Contract with UHY for Internal Audit Services

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** contract with UHY for Internal Audit Services – RFP 23-142**. (No recommendation from Pension & Audit Committee November 21, 2023)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Finance Department

Donna B. Williams, CGFM
Director

Timothy E. Schroer, CPA
Deputy Director

October 18, 2023

Ms. Geri Sams
Procurement Director
535 Telfair Street, Suite 605
Augusta, GA 30901

RE: 23-142 – Internal Auditing Services

Dear Ms. Sams:

The Evaluation Committee for the Professional Auditing Services (RFP #23-142) met on October 12, 2023. It is the consensus and recommendation of the Evaluation Committee that the firm of UHY Advisors, Mid-Atlantic, LLC , be awarded the engagement for internal auditing services.

Based on the criteria used, I concur with the recommendation of the Evaluation Committee.

Thank you.

Sincerely,

Donna B. Williams

Donna B. Williams, CGFM
Finance Director

Cc:
Nancy Williams, Contract Compliance Administrator
Timothy E. Schroer, Deputy Finance Director

Evaluation Sheet RFP Item # 23-142 Internal Auditing Services
for Augusta, GA – Finance Department
RFP Date: Tuesday, September 12, 2023 @ 11:00 a.m. Via ZOOM
Evaluation Date: Thursday, October 5, 2023 @ 3:00 p.m. via ZOOM

Vendors			Baker Tilly US, LLP 205 N. Michigan Ave. Chicago, IL 60601	UHY Advisors Mid-Atlantic, Inc. 8601 Robert Fulton Drive, Suite 210 Columbia, MD 21046	Plante & Morgan, PLLC 3000 Town Center, Suite 100 Southfield, MI 48075		Baker Tilly US, LLP 205 N. Michigan Ave. Chicago, IL 60601	UHY Advisors Mid-Atlantic, Inc. 8601 Robert Fulton Drive, Suite 210 Columbia, MD 21046	Plante & Morgan, PLLC 3000 Town Center, Suite 100 Southfield, MI 48075
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**						
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**				**Weighted Scores**		
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	FAIL		PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	15	4.4	4.4			66.2	65.6	0.0
3. Organization & Approach	(0-5)	20	4.5	4.7			89.0	93.8	0.0
4.Scope of Services Firm's ability to provide services addressed in Section 3 - Scope of Services to include the following: a) Firms Experience specifically in reference to internal audits, compliance audits and operational performance reviews. b) Relevant Project Experience and Performance on Past Similar Projects c) Demonstrated knowledge and familiarity with local government and consolidated government operations. d) Availability of staff to provide services. Provide a timeline detailing the points at which deliverables reports will be provided. The detailed timeline should complement the scope of work, showing the expected sequence of tasks and the resource requirements for the consultant per assigned task.	(0-5)	20	5.0	4.0			100.0	80.0	0.0
5.Financial Stability	(0-5)	5	4.8	4.8			23.8	23.8	0.0
6. References	(0-5)	5	4.6	4.6			23.1	22.8	0.0
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)									
Within Richmond County	5	10					0.0	0.0	0.0
Within CSRA	5	6					0.0	0.0	0.0
Within Georgia	5	4					0.0	0.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2					0.0	0.0	0.0
• All Others	5	1	5.0	5.0			5.0	5.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			28.2	27.4			307.1	290.9	0.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
8. Presentation by Team	(0-5)	10					0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5					0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)							**Cost/Fee Proposal Consideration**		
Lowest Fees	5	10		5.0			0.0	50.0	0.0
Second	5	6	5.0				30.0	0.0	0.0
Third	5	4					0.0	0.0	0.0
Forth	5	2					0.0	0.0	0.0
Fifth	5	1					0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0			30.0	50.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category									
Total Cumulative Score (Maximum point is 500)			33.2	32.4			337.1	340.9	0.0

Internal Use Only

Evaluator: Cumulative Date: 10/12/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 10/12/23

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

(a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

(a) *Conditions for use*. In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice*. Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(e) *Receipt of proposals*. Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection*. The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection*. The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

(1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations*. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

(k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

8601 Robert Fulton Drive
Suite 210
Columbia, MD 21046

Telephone 410-423-4800
Fax 410 381 5538

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into as of the Xth day of December 2023 which will become effective January 1, 2024 (the "Effective Date"), by and between UHY Advisors MidAtlantic, Inc., a Maryland corporation ("UHY"), and the City of Augusta, Georgia. ("City").

Statement of Purpose

The parties desire to enter into this Agreement pursuant to which UHY will provide City with certain thought leadership or professional services.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration the parties hereby agree as follows:

1. Engagement.

a. City hereby agrees to hire UHY, and UHY hereby agrees to perform certain services for City, pursuant to the terms of this Agreement. For each project (a "Project") that City desires UHY to perform services (the "Services"), a detailed description of the Services, as well as any terms and conditions relating thereto, shall be set forth in detail in a "Statement of Work" in the form of Exhibit A attached hereto. Each such Exhibit A shall be signed by the parties. The parties at any time may execute and deliver a new Statement of Work relating to Services to be performed by UHY for City for a new Project, and any such Statement of Work shall be governed by this Agreement except as set forth therein. Notwithstanding anything in this Agreement to the contrary, UHY shall not be under any obligation to perform Services under this Agreement (except for those set forth in the initial Statement of Work entered into by the parties), and UHY may refuse to perform Services or enter into a Statement of Work for any reason in its sole discretion. In the event any of the terms of this Agreement conflict with the terms set forth in a Statement of Work, the terms of the Statement of Work shall control.

b. UHY represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with then prevailing industry standards and practices.

c. UHY represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Agreement and agrees to comply in all material respects with all applicable federal, state and local statutes, regulations, codes, ordinances and policies in performing its obligations under this Agreement.

2. Term; Termination.

a. The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2024. The contract can renew for four additional one year terms with the consent of both parties. Renewal shall be re-reviewed and approved by the Board of Commissioners and

must be confirmed in writing between the parties. The agreement can be terminated by either party upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, either party may immediately terminate this Agreement upon written notice to the other party if the other party (i) has materially breached the terms of this Agreement beyond any applicable cure period; or (ii) becomes insolvent or files for bankruptcy protection, or has a receiver appointed.

b. Upon termination of this Agreement for any reason, UHY shall be entitled to receive from City all compensation earned and all expense reimbursements owed as set forth in Section 3 below. City shall pay UHY the compensation and expense reimbursements owed as described above pursuant to the terms of this Agreement.

c. If either party terminates this Agreement prior to the completion of a Project, UHY shall complete the performance of Services pursuant to any open Statement of Work, even if such Services extend beyond the termination date, and City shall compensate UHY for the Services performed or to be performed pursuant to open Statement of Work and as provided for in this Agreement.

d. Neither Party will be liable for or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any Force Majeure Event or other cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance. For purposes of this Agreement, "**Force Majeure Event**" means an act of God, war (whether or not actually declared), armed conflict or the serious threat of the same, hostility, blockade, military embargo, sabotage, insurrection, rebellion, act of a public enemy, riot or other act of civil disobedience, governmental act, judicial action, explosion, act of terrorism or threat thereof (including cyberterrorism), natural disaster (including without limitation asteroid strikes or volcanic activity), violent storm (including without limitation hurricanes, tornados or blizzards), atmospheric disturbance (including without limitation geomagnetic storm, solar flare or sun outage with respect to electricity grids, transformers and satellite transmissions), destruction by lightning, fire, earthquake, tsunami, flood, plague, epidemic, pan-epidemic, quarantine, civil commotion, strike or lockout or labor dispute (excluding for the avoidance of doubt strikes of Leena AI's staff), satellite malfunction, prolonged internet outage, communications line failure or power failure.

3. Compensation; Payment Terms; Expenses.

a. In consideration for the performance of the Services by UHY under this Agreement, City will pay UHY the fees and compensation reflected on each Statement of Work executed pursuant to this Agreement (the "Services Fee"), as described in Exhibit B. As the Services Fee will vary depending on the scope of Services performed on each Project, each Statement of Work will detail the agreed upon Services Fee. UHY shall be responsible and liable for any and all related costs and expenses on a Project, except for such reimbursable expenses as may be mutually agreed upon by City and UHY in the Statement of Work. UHY shall be reimbursed for any pre-approved travel and expenses associated with the performance of Services at any location other than the principal office of UHY.

b. UHY will periodically provide City with an invoice supporting any request for fee payment or reimbursement of expenses. City shall pay all mutually agreed upon invoices received by it from UHY within thirty (30) days of City's receipt of such invoices (the "Due Date")**.**

c. Georgia Prompt Pay Act is not applicable to this agreement. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

4. Independent Contractor Status; Use of Affiliated Entities.

a. UHY's relationship with City hereunder shall be that of an independent contractor and as such, UHY shall perform its obligations under this Agreement as an independent contractor and not as an agent or joint venture partner of City. UHY shall be solely responsible for and shall pay any and all income taxes, fees and assessments (and all interest or penalties thereon) of every kind and nature arising by reason of or in connection with UHY's performance under this Agreement.

b. UHY has a contractual arrangement with UHY LLP whereby UHY LLP provides UHY with professional and support personnel and performs all services in connection with UHY engagements for which licensure as a CPA firm is required. In addition, UHY may use employees from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. City hereby acknowledges UHY and agrees to the use of UHY LLP professional and support personnel for any Projects for which licensure as a CPA firm is required, as well as UHY's use of any employees from any of its affiliated entities on a Project as determined by UHY in its sole discretion. UHY LLP is an independent firm of certified public accountants which performs attest services in an alternative practice structure with UHY and its affiliated companies; however, as used in this Agreement, all references to "affiliates" or "affiliated entities" of UHY or terms of similar import shall be deemed to be inclusive of UHY LLP.

c. UHY may use independent contractors from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. City hereby acknowledges City and agrees to UHY's use of independent contractors from any of its affiliated entities on a Project as determined by UHY in its sole discretion.

d. On each Statement of Work, UHY shall designate a Project Manager who will be the main point of contact for City on each Project.

e. UHY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by UHY for the purpose of securing business and that UHY has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

5. Intellectual Property Rights.

a. The parties hereby agree that all writings, tapes, recordings, computer programs, designs, and other works in any tangible medium of expression, regardless of the form or medium, which

have been or are prepared by UHY in connection with rendering the Services hereunder (collectively the "Work Product") shall belong solely and exclusively throughout the world by UHY. Upon receipt of all amounts owed by City to UHY with respect to the Project for which the Work Product was created, UHY shall assign, grant, and deliver to City solely, exclusively and irrevocably throughout the world all ownership rights in and to the Work Product. Notwithstanding the foregoing, City hereby agrees that UHY is entitled to keep and maintain one (1) copy of each of the various types of Work Product for its records after any assignment of the Work Product by UHY to City. In addition, notwithstanding the foregoing or anything in this Agreement to the contrary, City acknowledges and agrees that it shall have no rights in or to any of the processes, products or intellectual property utilized by UHY in the performance of the Services, to the extent that such processes, products or intellectual property are outside of the Work Product.

b. City agrees that if it is satisfied with UHY's performance and delivery of Services it will serve as a reference for UHY if requested to do so by UHY

6. Changes to Services; Changes to Service Fee. From time to time, City may request change to the scope of Services being performed by UHY pursuant to an executed Statement of Work (a "Request for Changes"). City shall make a Request for Change by submitting a written request to UHY specifying the change or changes. If the change warrants an increase to the Services Fee being paid to UHY for the Services, or changes to any other terms set forth in this Agreement or the applicable Statement of Work, then UHY shall inform City of the adjustment to the Services Fee (or any other change in terms) necessitated by the Request for Change. If City accepts UHY's quote for adjustment to its Services Fee, then the parties shall complete an Amended Statement of Work setting forth the new terms.

7. Obligations of City. In addition to all other obligations required of it under this Agreement, City shall (i) timely provide UHY with all information necessary for UHY to perform the Services; (ii) respond in a reasonable manner to all requests by UHY for information required for UHY to be able to perform the Services, as well as any issues that UHY encounters in its performance of the Services requiring consultation with City; and (iii) assign one (1) individual to be primary point of contact for managing the provision of the Services on a Project and the relationship with UHY under this Agreement (the "City Project Coordinator"). The City Project Coordinator may designate an alternate contact individual for each Project set forth on each Statement of Work. City Project Coordinator shall be generally available to UHY in order to communicate with UHY regarding any issues relating to a Project or Services, use reasonable efforts to participate in meetings or conference calls with UHY, and have the necessary authority to ensure that City is able to fulfill its obligations as described in (i) and (ii) above.

8. Restrictive Covenants.

a. UHY agrees (i) to hold in trust and confidence for City and to not disclose to any third party without prior written consent of City, the Confidential Information (as defined below) of City, whether it is tangible or intangible, (ii) not to use the Confidential Information for UHY's personal benefit or for the benefit of any third party, and (iii) at the request of City, to return to City all Confidential Information which is tangible upon the termination of this Agreement. Notwithstanding the foregoing, City agrees and acknowledges that UHY may disclose or use Confidential Information as UHY reasonably determines is necessary for its performance under this Agreement, including, but not limited to, disclosure to any representative of an affiliated entity involved in the performance of the Services. For purposes of this Agreement, the term "Confidential Information" shall mean all non-public information of City that is the subject of efforts by City that are reasonable under the circumstances to maintain its secrecy. The term Confidential Information shall specifically exclude data or information (aa) which has been voluntarily disclosed to the public by City; (bb) which has been independently developed and disclosed by others; or (cc) which has otherwise entered the public domain through lawful means. If UHY receives a subpoena or

order from a court or agency of competent jurisdiction which would require the disclosure of Confidential Information, UHY will promptly notify City in writing of its receipt of the subpoena or order so that City has a reasonable opportunity to oppose or challenge such disclosure at City's sole expense. UHY will promptly cooperate with all reasonable requests of City in this regard at City's sole expense. UHY will not be deemed to have breached this Agreement to the extent disclosures are made by UHY pursuant to a subpoena or order from a court or agency of competent jurisdiction, or as otherwise may be required under applicable law.

b. Except as otherwise may set forth on a Statement of Work, for a period of two (2) years following the termination of this Agreement for any reason, City shall not, either directly or indirectly, on City's own behalf or on behalf of any other person or entity, solicit or induce any person who is an employee or independent contractor of UHY or any affiliated entity of UHY and who performs Services under this Agreement, to leave or cease his or her employment or independent contractor relationship with UHY or the affiliated entity

c. The parties acknowledge that the covenants contained in this Section 8 are of the essence of this Agreement and that without these covenants, the parties would not have entered into this Agreement; that each of such covenants is reasonable and necessary to protect and preserve the interests and properties of the applicable party; that a breach or threatened breach of any of the terms of this Section 8 by the other party would result in material and irreparable damage and injury to the non-breaching party; and that it would be difficult or impossible to establish the full monetary value of such damage. Therefore, the parties agree and consent that, in addition to all the remedies provided at law or in equity, the parties shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or contemplated breach of any of the covenants in this Section 8. The existence of any claim, demand, action or cause of action of a party against the other party shall not constitute a defense to the enforcement by a party of any of the covenants in this Section 8.

9. Limitation of Liability.

a. THE LIABILITY OF UHY AND ANY ENTITY AFFILIATED WITH UHY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS FOR ANY DIRECT DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE SERVICES FEE PAID BY THE CITY TO UHY FOR THE SERVICES PERFORMED PURSUANT TO THIS AGREEMENT GIVING RISE TO SUCH CLAIM (I.E., SUCH DAMAGES SHALL BE LIMITED TO THE TOTAL PAYMENT BY THE CITY FOR SERVICES PERFORMED BY UHY ON A SPECIFIC PROJECT).

b. IN NO EVENT SHALL UHY, ANY ENTITY AFFILIATED WITH UHY, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR LOST PROFIT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR UHY'S PERFORMANCE OF THE SERVICES, OR FAILURE TO PERFORM SERVICES, EVEN IF GIVEN ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

10. Disclaimer of Warranties. EXCEPT FOR THE SPECIFIC WARRANTIES GRANTED BY UHY IN SECTION 1 OF THIS AGREEMENT, UHY GRANTS THE City NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ITS PERFORMANCE OF THE SERVICES.

11. Indemnification and Limitation of Liability

Except as otherwise provided in this agreement, UHY shall indemnify and hold harmless CITY, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of its Work.

a. UHY shall indemnify and hold harmless City and its officers, directors, members, managers, employees and agents (each a "City Party" and collectively, the "City Parties") against any and all Losses incurred by City or any City Party by reason of (i) any breach of any covenant, representation or warranty made by the UHY in this Agreement or any Statement of Work, or (ii) UHY's gross negligence or willful misconduct relating to its performance under this Agreement.

b.) Insurance requirements
c. UHY shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the UHY in performance of the work during the term of this Agreement.
d.
e. UHY shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.
f.
g. UHY shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:
h.
i. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
j. Public Liability Insurance – in an amount of not less that One Million ($1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million ($1,000,000) Dollars on account of any one occurrence.
k. Property Damage Insurance – in an amount of not less than One Million ($1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million ($1,000,000) Dollars.
l. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
m. Professional Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed $1,000,000.
n.
o. CITY will be named as an additional insured with respect to UHY's liabilities hereunder in insurance coverage's identified in items (b) and (c).
p.
q. The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation

and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

12. Assignment. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of such parties. This Agreement may not be assigned by either party without the prior written consent of the other party.

13. Governing Law, Jurisdiction, and Venue. This Agreement has been entered into under and shall be governed by the laws of the State of Georgia. The parties agree that the state and federal courts located in Richmond County, Georgia and shall be the sole and exclusive jurisdiction and venue for all disputes between the parties under this Agreement. City hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in Richmond County, Georgia for adjudication of all disputes between the parties under this Agreement and/or otherwise related to the parties' relationship. City hereby waives any objections or defenses to jurisdiction or venue in any such proceeding before such court.

14. Notices. Any notices required, or sought to be provided, under the terms of this Agreement shall be deemed effective if delivered by U.S. certified mail return receipt requested, or overnight courier service with a receipt signed by the party to whom it is addressed, or by facsimile transmission provided a confirming receipt was created by sender's machine at time of transmission, and sent to the addresses or facsimile numbers on the last page, which addresses or numbers may be changed from time to time, in a writing by the party whose address or number has changed.

15. Mutual Construction. Both parties have had an opportunity to review this Agreement and request changes hereto, and this Agreement shall be construed as though the parties drafted it equally.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to constitute any original, but all of which together shall constitute one and the same documents.

17. Merger. This Agreement and all Statements of Work constitute the entire agreement of the parties regarding the Services to be performed by UHY and supersede any prior agreement, whether written or oral, between the parties in regard to such engagement.

18. Modification and Waiver. This Agreement may not be amended or modified except in a written document signed by authorized representatives of the parties. Failure of UHY to insist, in one or more instances, on performance by City in strict accordance with the terms and conditions of the Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by UHY.

19. Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 2(b), 2(c), 3(c), 5 and 8 through 21 shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

21. Time. Time is of the essence of this Agreement. Unless prohibited by applicable law, all claims brought pursuant to this Agreement must be brought within six (6) months of the date that such claim arises.

22. This entire agreement shall be contingent upon funding availability allocated by the Augusta Commission during the annual budget process or by budget amendment.

IN WITNESS WHEREOF, City and UHY have hereunto caused this Agreement to be executed by their respective duly authorized corporate officers as of the day and year firs set forth above.

UHY Advisors MidAtlantic, Inc.		**CITY**	
By:	_____	**By:**	_____
Name:	John E Reagan III	**Name:**	_____
Title:	Managing Director	**Title:**	_____
	Legal Notices		**Legal Notices**
	Jack Reagan UHY 8601 Robert Fulton Drive Suite 210		Augusta, Georgia General Counsel 535 Telfair Street, Bldg 3000,
Address:	Columbia, MD 21046	**Address:**	Augusta, GA 30901
Facsimile #:	410-381-5538	**Facsimile #:**	_____

EXHIBIT A – STATEMENT OF WORK

UHY will be required to provide professional services necessary to provide the City with Internal Auditing Services as indicated in RFP #23-142 by the following:

- Perform operational reviews of key business processes to identify deficiencies and weaknesses and make appropriate recommendations for improvements.
- Perform compliance reviews to determine if established policies and procedures are being adhered to for purposes of maintaining an effective internal control environment.
- Provide recommendations based upon existing "best practice" in instances where policies, procedures and processes do not exist and/or could be improved upon.
- Assist the Board of County Commissioners as directed, to identify risks and appropriate internal controls to address those risks.
- Issue a quarterly report, which analyzes significant findings, recommends changes to enhance controls and reduce identified risks, outline corrective actions, and specify timeframes for implementation of the recommendations.
- perform annual counts of petty cash
- Conduct special studies or reviews of other areas as deemed necessary or as requested by the Board of Commissioners.
- Provide updates to management's internal audit team.
- The annual work plan will encompass at a minimum 25% of the departments and programs listed on the accompanying Schedule A. The work plan for each subsequent year will address an additional 25% so that at the end of a four-year cycle, each department/program has been reviewed.
- All working papers and reports shall be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by Augusta of the need to extend the retention period. The auditor shall make working papers available, upon request, and with the prior authorization of Augusta. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing account significance.

EXHIBIT B – COMPENSATION

The City agrees to compensate UHY for services rendered as follows:

We will bill for our services at the following hourly rates:

Managing Director	$350
Manager	$210
Senior Consultant	$196
Consultant	$154

We estimate that each year that the level of effort expended by each team member will be as follows:

Managing Director	100 hours
Manager	300 hours
Senior Consultant	550 hours
Consultant	550 hours

Schedule A

List of departments and programs that may be included, at some point, in the internal audit.

Depts/Programs Reporting Directly to Commission:
Administrator
Augusta 911 Center
Central Services
Clerk of Commission **Compliance**
Engineering
Environmental Services - **Land Fill** - **Garbage Collection**
Finance
Fire
Housing & Community Development
Human Resources
Information Technology **Law Department** **Licenses and Inspection**
Parks & Recreation
Planning & Development
Procurement
RCCI **Special Purpose Sales Tax- multiple phases**
Stormwater **Transportation Investment Act**
Transit
Utilities
Elected Officials:

Commission
Clerk of Superior, State and Juvenile Courts
Civil/Magistrate Court Judges and Clerk
Coroner
District Attorney
Marshal
Mayor
Probate Court Judge
Sheriff
Solicitor
State Court Judges
Superior Court Judges
Tax Commissioner
Others
Augusta Regional Airport
Board of Elections
Public Defender
Tax Assessor

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, September 12, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 847 9831 4603; Passcode: 558131 for furnishing:**

RFP Item # 23-142 Internal Auditing Services for Augusta, GA – Finance Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, August 28, 2023 @ 10:00 a.m. Via Zoom – Meeting ID: 851 0540 1965; Passcode: 394974.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, August 29, 2023 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

***Request for proposals (RFP) and specifications*.** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	August 3, 10, 17, 24, 2023
Metro Courier	August 3, 2023

Revised: 3/22/21

Commission Meeting

December 5, 2023

Update from Central Emergency Management Services

Department:	N/A
Presenter:	N/A
Caption:	Update from Central Emergency Management Services. **(Requested by Commissioner Bobby Williams)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Six-Month Operations Update

Augusta-Richmond County



OCTOBER 2023

CENTRAL™
EMERGENCY MEDICAL SER

CENTRAL™
EMERGENCY MEDICAL SERVICES

EXPERIENCE THE CENTRAL DIFFERENCE.

To the Augusta-Richmond County Commission,

I am pleased to present this report on behalf of Central EMS, highlighting our progress and achievements over the past six months. Our primary focus has been on establishing a strong foundation for our operations, which is essential for our long-term success in serving the citizens of Augusta-Richmond County.

I am pleased to report that we have made significant advancements in personnel, equipment, and facilities. Our dedicated team has been working tirelessly to ensure we have the right people, top-notch equipment, and the necessary facilities to deliver high-quality emergency medical services.

Furthermore, we are actively engaging with the community by offering standby services at no cost during high school football games, demonstrating our commitment to being a valuable partner in the local area.

We are also excited to announce that we are approaching the launch of our Community Health Intervention Program (CHIP), which will play a vital role in assisting underserved populations in our community. This initiative underscores our dedication to improving the overall health and well-being of Augusta-Richmond County residents.

However, we are mindful of the challenges that persist, particularly in staffing and retention, which is a national concern within our industry. Rest assured, we remain steadfast in our commitment to overcome these challenges and achieve our mission.

Thank you for your continued support, and we look forward to working closely with the Augusta-Richmond County Commission as we move forward in our mission to provide exceptional emergency medical services to our community.

Sincerely,

Corey Thomas
Vice President of Operations
Central EMS

Activity Report



Compliance

Central EMS activated its comprehensive complaint management program to field an anonymous complaint received the week of August 8, 2023. The complaint regarded maintaining proper equipment and minimum vehicle standards on EMS vehicles. Georgia Department of Health EMS Department inspected Central EMS operations and found no deficiencies.
(See Attached Letter from Georgia Department of EMS)

Operations Achievement

- Current fleet: 21 Ambulances, 6 Paramedic QRV's, and 2 CHIP SUV's.
  - Two additional QRVs are on order
  - Six additional ambulances are on order

- Located Ambulance Operations Center facility to use as a base of operations and moved into the facility. Additional office and classroom build-out is in progress.
  (Address: 3827 Wrightsboro Rd., Augusta, GA 30909)
  - 11 Augusta-Richmond Fire Stations are staffed with ambulances and QRVs.
    The leased offices adjacent to the Ambulance Operations Center will be used for training.
    (Address: 3843 Wrightsboro Rd. Augusta, GA 30909)

- Purchased secure medical supply vending machines to locate in area hospital emergency departments to speed the resupply of ambulance crews, getting them back in service faster.
  - Unit currently in-service at Piedmont Hospital
  - Unit schedule for move-in at Doctor Hospital Week of 10/23/2023
  - Unit currently in-service at University Hospital Week of 11/06/2023

- Recruited and hired the following leadership and support staff:
  - Dr Mitchell, Medical Director
  - Paramedic Jake Hansen, CQI Coordinator
  - Paramedic Chris Doolittle, Training Coordinator
  - Social Worker Tionna Scott, CHIP Program
  - SW EMT Claudia Hayes, Logistics Coordinator

- Utilizing internal and external bonus programs and a hiring blitz, our Human Resources and Operations teams, working together, have recruited, hired, onboarded, and oriented several EMT-Basics, EMT-Advanced, and Paramedics. Total current staffing stands at:
  - 29 Fulltime Paramedics
  - 25 Part Time Paramedics
  - 10 Fulltime EMT-Advanced
  - 13 Part Time EMT-Advanced
  - 32 Fulltime EMT-Basic
  - 15 Part Time EMT-Basic

- We conducted multiple EMT-Basic academies, paying local residents to attend EMT training. To date, we have graduated 17 individuals who are now certified and working as EMTs in the field.
  - 19 additional students are currently enrolled in the EMT Academy Program
  - Five additional students are currently enrolled in the EMT-ADV Academy Program
  - Four additional students are currently enrolled in a Paramedic Tuition Program

- Completed the “Creating Safe Scenes” training course by the Substance Abuse and Mental Health Services Administration (SAMHSA) from the U.S. Department of Health and Human Services for all field providers. This course is designed to help first responders better understand mental health, mental illness, and substance use disorders to assess risks better and apply the safest strategies for caring for themselves and the individuals they are called to serve.

- Completed EKG completion and transmission refresher training course for all ALS field providers to confirm EKG skills.

- Peak daily staffing was maintained at a minimum of three QRVs and 14 ambulances every day of the week.

Communications & Dispatch

- Augusta-Richmond 800 Mhz 911 portable radios were ordered and received by Central EMS. We are still waiting for the delivery of extra chargers and batteries. We are using the Central EMS First Net PPT Radios as secondary backup radios.

- Augusta-Richmond 911 Mobile Data Terminals were ordered, received, and installed in all Central ambulances.

- DataTech 911 CAD to CAD data interface installed and operational as of 09/24/23, allowing for direct data interchange between Augusta-Richmond 911 Center CAD and Central EMS CAD.

- Augusta-Richmond 911 Center has installed Medical Priority Dispatch ProQA Emergency Medical Dispatch software.

- Augusta-Richmond 911 Center has all Dispatchers by Medical Priority Dispatch as Emergency Medical Dispatchers.

- Emergency Medical Dispatch "Response Assignment Protocol" drafted and approved by the Medical Director. It is currently being reviewed for implementation by Augusta-Richmond 911 Center Dispatchers.

- Central EMS and Augusta-Richmond 911 Center teams are working on fully implementing and using EMD ProQA software with the new Response Assignment Protocol.

Community Involvement

- Traveled to MedStar Mobile Health to research their community health navigation program as a model for our Augusta program. We have completed the creation of policies and procedures, acquired vehicles, and hired our first Social Worker for the Augusta-Richmond County Community Health Intervention Program (CHIP). Orientation for our social worker begins 10/16/23, with travel to Fort Worth, Texas, for advanced training the week of 10/23/2023.

- We are working jointly with the Hephzibah Fire Department to field a BLS Ambulance located in Hephzibah and staffed by Hephzibah Fire Department personnel and contracted to Central EMS, operating under Central EMS's ambulance license. This unit will be utilized when multiple ambulance requests occur in the Hephzibah area and/or during mass casualty incidents and disasters. We are finalizing the program to be operational by November 1st.

- Responding to requests, we provided standby emergency medical services at area High School Football Games throughout the season on an uncompensated basis. To date, Central EMS has covered 40 games.

Operational Challenges

- Staffing continues to be a national challenge within the Emergency Medical Services industry. We continue to focus on recruiting external candidates and training new EMTs and Medics through our internal EMS Academy programs.

- Supply chain disruptions continue to cause supply issues, particularly with electronics and vehicle parts and, to a lesser extent, medical supplies and medications. Our purchasing department constantly monitors issues and, when appropriate, advances purchases and/or stockpiles supplies.

- Response time data to show progress over time is not available at this time, as true data was not available until August. Discovery Period was changed from 150 days to January 1, 2024.

Current Action Plans

- Meeting with Augusta-Richmond County 911 Center to support 100% rollout of EMD ProQA software for Ambulance Dispatch. (See Attached Action Plan)

- With the Data Tech E911 CAD to CAD data interface App now in place, we are collecting data to generate Heat Maps and Performance Reports to modify and improve our System Status Plan.

Ongoing Communication

- Meets monthly with Augusta-Richmond County staff to provide status updates. Additional meetings are conducted when needed to ensure Augusta-Richmond County staff are well informed of any needed updates.

GEORGIA DEPARTMENT OF PUBLIC HEALTH

Kathleen E. Toomey, M.D., M.P.H., Commissioner / Brian Kemp, Governor

200 Piedmont Avenue, SE
Atlanta, Georgia 30334

August 24, 2023

Central Emergency Medical Services (060-68) William C. Thomas
205 Hembree Park Dr. Ste 100
Roswell, GA 30076

Dear Mr. Thomas,

The Georgia Department of Public Health, Office of Emergency Medical Services and Trauma ("Department") is the state authority that regulates the licensure and standards for Emergency Medical Services ("EMS") personnel and ambulance providers in the State of Georgia pursuant to Title 31, Chapter 11 of the Official Code of Georgia, as well as Chapter 511-9-2, of the EMS Rules and Regulations. The Department received an anonymous complaint regarding proper stocking of equipment and minimum vehicle standards on EMS vehicles at Central EMS in Richmond County on August 8, 2023.

Your agency was contacted by Regional EMS Director Gary Pinard on August 8, 2023, to notify the Authorized Agent of the complaint and our intention to investigate the accusations. The Department performed an unannounced onsite inspection of Central's EMS facility and vehicles located at 3827 Wrightsboro Road, Augusta, GA and spoke with EMS leadership, supervisors, and employees on August 14 and 15, 2023.

The Department has concluded that no violations of EMS Rules and Regulations 511-9-2 were found or any facts to substantiate the claims in the complaint. Accordingly, the investigation into this complaint has been closed.

The Department would like to acknowledge your cooperation and transparency during this inspection and inquiry.

Respectfully,

Michael B. Johnson, Director Office of EMS and Trauma
Georgia Department of Public Health



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Inventory Management Solutions

Eliminate human error from stock control and create a usage- based environment that can reduce waste and increase productivity. Our industrial lockers allow companies to stock what they need when they need it. This provides transparency on all levels by utilizing a reopening system capable of automatic user-defined critical inventory escalation alerts.

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features, the Sentry provides the clear and conclusive accounting of supply usage. This enables the precise forecasting and reduction of inventory levels by 50% or more. Our industrial vending management system optimizes productivity by reducing inventory expenditures, monitoring consumable inventory, and providing24/7 access to MRO tools and a variety of other consumable resources in manufacturing, construction, safety, and PPE equipment, as well as office, and medical supplies.

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- •Brand Management

Augusta 911 Emergency Medical Dispatch & System Status Plan

I. IT Systems	
a. CAD to CAD Interface App Installed & Operational	100% Completed
b. GPS-AVL System Installed All Units &Operational	100% Completed
c. GPS-AVL Terminals Installed All Units & Operational	100% Completed
d. MPDS Pro QA Installed At 911 Center & Operational	100% Completed
II. Planning	
a. MPDS Response Assignment Protocol Developed	100% Completed
b. MPDS Response Assignment Protocol Socialized & Approved (Meet w 911)	100% Completed
c. System for Identifying Units as BLS or ALS Completed	50% Completed
d. SSM Deployment Plan Developed & Approved	50% Completed
III. Training	
a. 911 Center Dispatchers Trained &Certified as EMD's	100% Completed
b. 911 Center Dispatchers Trained In Use of Pro QA Software	50% Completed
c. 911 Center Dispatchers Trained In Use of Deployment Plan	50% Completed
IV. Roll Out	
a. 911 Center Dispatchers Use MDT's for Silent Dispatch	November 1st
b. 911 Center Dispatchers Use SSM Deployment Plan	November 1st
c. 911 Center Dispatchers Use Pro QA for EMD	November 1st



Bleeding Control (BCon) Course

The Bleeding Control (BCon) course is designed for those who have little or no medical training but may be called upon to respond to and deliver trauma care and bleeding control prior to emergency medical services (EMS) arrival or in an austere environment.

Eligible Students

Eligible students are any individuals who may be called upon to assist with trauma patients while waiting for first response or EMS to arrive. The course has been designed for students who have received little or no prior medical training. Examples of potential students include teachers, taxicab drivers, train station attendants, and Transportation Security Administration (TSA) workers.

Successful Completion

Successful completion entails that the student has:

- Attended the entire course
- Adhered to course content and demonstrated all practical skills as required within the course

Material Requirements

All BCon course students will require a copy of the student handout and any registration materials.

Faculty Requirements

All NAEMT Instructors are eligible and encouraged to teach this course in their local communities. Instructors for BCon courses include current NAEMT instructors, PHTLS providers, Tactical Combat Casualty Care (TCCC) or Tactical Emergency Casualty Care (TECC) instructors or providers, and BCon providers.

The minimum recommended instructor-to-student ratio for all skill stations is 1:8; that is, the number of students should never exceed eight for every one instructor. Given this ratio, every BCon course will require adequate faculty to maintain this requirement.

Equipment and Supplies

All students must have access, at a minimum, to the equipment needed to complete the skill stations. The equipment can either be supplied in each skill station or provided to each group of students. Students should be allowed to utilize their own equipment when appropriate. All equipment must be in proper working order. Equipment includes the following items:

- Personal protective equipment (PPE) (e.g., gloves)
- Paper and pencil
- Hemorrhage-control devices (e.g., tourniquet, gauze rolls)
- Manikin or wound-packing model

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BLEEDING CONTROL (BCon) Course

Course Plan

Course sites may rearrange the schedule for site-specific needs as long as all of the elements are included. The course content in support of the BCon course is available for download from a secured page on the National Association of Emergency Medical Technicians (NAEMT) website.

When given to a lay audience, the BCon presentation is given. While the preferred course for educating law enforcement officers is the Tactical Casualty Care for Law Enforcement and First Responders (TCC-LEFR), if this material is to be used to introduce these concepts to law enforcement officers, the additional module describing the role of law enforcement in relation to the Hartford Consensus statements should also be presented.

BCon Course Schedule

- BCon Lecture
- Tourniquet Single Skill Station
- Wound Packing Single Skill Station
- Jaw Thrust Single Skill Station

Average course time is 2 to 2.5 hours or longer as needed



Stop the Bleed kits



Commission Meeting

December 5, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Consider a request from the Community Service Board to reappoint Dr. Franklin E. McPhail, Jr. to the CSB as a representative for Richmond County for the 2023-2026 term.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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Admitted in GA only

September 22, 2023

EMAIL: lbonner@augustaga.gov
The Honorable Lena J. Bonner, Clerk of Commission
Augusta-Richmond County Commission
Municipal Building, 535 Telfair Street, Suite 220
Augusta, Georgia 30901

RE: Agenda Item – Community Service Board of East Central Georgia
d/b/a Serenity Behavioral Health System
Recommendation of Dr. Frank McPhail for Re-Appointment
Our File No: 4876-8

Dear Ms. Bonner:

The CSB respectfully asks the Commission to re-appoint **Dr. Franklin E. McPhail, Jr.** to the CSB as a representative for Richmond County for the 2023-2026 term. Dr. McPhail is currently in holdover status; the law and CSB Bylaws allow him to continue serving until he is re-appointed or replaced.

Dr. McPhail meets the requirements to serve on the CSB under Georgia law and is willing to continue serving. If re-appointed, his term would run to June 30, 2026.

Please let me know if you need any additional information or if you have any questions. Please also let me know when you expect the Commission or the appropriate committee to consider the re-appointment.

Thank you.

Respectfully,

Steve Sanders
For the Firm

SLS/hng

cc: Mr. Charles Williamson, Email: cwilliamson@serenitybhs.com
Dr. Frank McPhail, Email: fmcphail1@comcast.net
Michelle Broadwater, Email: mbroadwater@serenitybhs.com
Nancy Morawski, Email: nmorawski@augustaga.gov
Natasha L. McFarley, Email: nmcfarley@augustaga.gov

Commission Meeting

December 5, 2023

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A