

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Agenda

Tuesday, June 15, 2021 ♦ 6:30 PM

*Putnam County Administration Building – Room 203*

### Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Pastor David Wofford, Eatonton First United Methodist Church
4. Pledge of Allegiance (staff)

### Regular Business Meeting

5. Public Comments
6. Consent Agenda
  - a. Approval of Minutes - June 4, 2021 Regular Meeting (staff-CC)
  - b. Approval of Minutes - June 4, 2021 Executive Session (staff-CC)
  - c. Authorization for Chairman to sign 2021 ACCG-Group Health Benefits Program Health Promotion & Wellbeing Grant Application (staff-HR)
  - d. Authorization for Chairman to sign GDOT Section 5311 Transit Operating and Capital Assistance Agreement (staff-Transit)
  - e. Authorization for Chairman to sign Final Subdivision Plat for Overlook at Pea Ridge (staff-P&D)
7. Request by Howard McMichael, Jr. to remove the trees in the right of way along Scott Road (staff-CM)
8. Appointment of Chairperson of the Putnam County Board of Elections and Registration (staff-CC)
9. Authorization for Chairman to sign FY2022 Georgia Indigent Defense Services Agreement (staff-Finance)
10. Authorization for Chairman to sign Resolution to Call for a Referendum Imposing a Special District Mass Transportation Sales and Use Tax (staff-CM)

### Reports/Announcements

11. County Manager Report
12. County Attorney Report
13. Commissioner Announcements

### Closing

14. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

**File Attachments for Item:**

- 6. Consent Agenda
  - a. Approval of Minutes - June 4, 2021 Regular Meeting (staff-CC)
  - b. Approval of Minutes - June 4, 2021 Executive Session (staff-CC)
  - c. Authorization for Chairman to sign 2021 ACCG-Group Health Benefits Program Health Promotion & Wellbeing Grant Application (staff-HR)
  - d. Authorization for Chairman to sign GDOT Section 5311 Transit Operating and Capital Assistance Agreement (staff-Transit)
  - e. Authorization for Chairman to sign Final Subdivision Plat for Overlook at Pea Ridge (staff-P&D)

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Minutes

Friday, June 4, 2021 ♦ 9:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, June 4, 2021 at approximately 9:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

### *PRESENT*

- Chairman Billy Webster
- Commissioner Gary McElhenney
- Commissioner Daniel Brown
- Commissioner Bill Sharp
- Commissioner Jeff Wooten

### *STAFF PRESENT*

- County Attorney Adam Nelson
- County Manager Paul Van Haute
- County Clerk Lynn Butterworth

### **Opening**

1. Welcome - Call to Order

Chairman Webster called the meeting to order at approximately 9:00 a.m.  
(Copy of agenda made a part of the minutes on minute book page \_\_\_\_\_.)

2. Approval of Agenda

**Motion to approve the Agenda with the removal of #12 "Approval of American Rescue Plan (ARP) Funding for Hazard Pay".**

**Motion made by Commissioner Sharp, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

3. Invocation - Dr. Ford G'Segner

Rev. Dr. Ford G'Segner gave the invocation.

4. Pledge of Allegiance (DB)

Commissioner Brown led the Pledge of Allegiance.

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5. Special Presentation - Fire Department

Chief McClain thanked the board for their support and reported on happenings at the Fire Department this year:

- New fire engines are here and in service
- Staff in place at Station 9 has improved response times
- Driveway project at Station 9 completed
- 767 calls so far this year
  - 19 structure fires
  - 75 motor vehicle accidents
  - 33 trees in road
  - 89 lift assists
  - 335 EMS assists
- Training every day
- 50 Short Term Rental inspections
- 50 building inspections
- 19 fire investigations
- Hydrant maintenance
- Hosted a vehicle extrication class
- Hosted an Academy approved class on how to document training classes for ISO improvement
- Admin staff is working on alternative funding for projects such as grants - recently received a grant from Tri-County EMC

**Regular Business Meeting**

6. Public Comments

None

7. Consent Agenda

- a. Approval of Minutes - May 18, 2021 Regular Meeting (staff-CC)
- b. Approval of Minutes - May 18, 2021 Executive Session (staff-CC)

**Motion to approve the Consent Agenda.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**



8. Authorization for Chairman to sign Intergovernmental Agreement with the City of Eatonton for TSPLOST #2 (staff-CM)

County Manager Van Haute advised that City Council approved this agreement at their last meeting. The agreement is the same as the first TSPLOST with a 75-25 split between the county and the city.

**Motion to authorize the Chairman to sign the Intergovernmental Agreement with the the City of Eatonton for TSPLOST #2.**

**Motion made by Commissioner Sharp, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of agreement made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

9. Approval of TSPLOST #2 Projects (staff-CM)

**Motion to approve TSPLOST #2 projects.**

**Motion made by Commissioner Wooten, Seconded by Commissioner McElhenney.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of project list made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

10. Approval of FY 2021 LMIG Safety Action Plan (SAP) Projects and authorization for Chairman to sign documents (staff-CM)

County Manager Van Haute explained that this is for approximately 16 miles of striping and raised pavement markers.

**Motion to approve FY2021 LMIG SAP projects and authorize the Chairman to sign appropriate documents.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Sharp.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of documents made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

- 11. Awarding of Bids for the SR 44 @ Scott Road Traffic Signal (staff-CM)
  - a. Solicitation 21-42001-002 Traffic Signal Installation
  - b. Solicitation 21-42001-003 Signal Mast Arms/Poles

County Manager Van Haute explained that two bid packages were prepared in April to offer the county alternatives for decreasing the turnaround time for installation of a traffic signal while simultaneously decreasing the cost for installation. One bid package provided for the county to purchase the mast arm/mast pole uprights directly from a GDOT approved vendor. The other bid package had the bidders submit a BASE Bid (county to provide the mast arm/pole uprights) with the contractor installing the signal and performing all the remaining work tasks and an ALTERNATE Bid (contractor provides the mast arms and strain poles and performs the complete installation). Staff recommendation was to select Reedwick – ALTERNATE BID; in the amount of \$230,234.60.

**Motion to award Solicitation 21-42001-002 for the SR44 @ Scott Road Traffic Signal to Reedwick, LLC in the amount of \$230,234.60 for the complete project.**

**Motion made by Commissioner Sharp, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of documents made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

- 12. Approval of American Rescue Plan (ARP) Funding for Hazard Pay (staff-CM)  
This item was removed from the agenda.

- 13. Authorization for Chairman to sign Technical Assistance Letter to the Middle Georgia Regional Commission for assistance with an IT upgrade of the Administration Building and Courthouse (staff-CM)

**Motion to authorize the Chairman to sign a Technical Assistance letter to the Middle Georgia Regional Commission for assistance with an IT upgrade of the Administration Building and Courthouse.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Sharp.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of letter made a part of the minutes on minute book page \_\_\_\_\_.)

- 14. Authorization for staff to schedule a Public Hearing for proposed changes to the Putnam County Code of Ordinances - Chapter 6 (Alcoholic Beverages) and Chapter 18 (Buildings and Building Regulations) (staff-CA,CC,P&D)

County Attorney Nelson reviewed the proposed changes.

**Motion to authorize staff to schedule a Public Hearing for proposed changes to the Putnam County Code of Ordinances - Chapter 6 (Alcoholic Beverages) and Chapter 18 (Buildings and Building Regulations).**

**Motion made by Commissioner Sharp, Seconded by Commissioner Brown.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of proposed changes made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

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**Reports/Announcements**

15. County Manager Report

County Manager Van Haute reported the following:

- Thanked the board for their hard work on TSPLOST #2 and the 16 miles of SAP
- Fire Chief was asked to speak today to show how busy they are and pleased to say that morale has never been higher; thankful he joined us
- All-star games are being played at the Recreation Department
- Oconee Springs Park had the best Memorial Day weekend in history
- New Golf Course Superintendent starts Monday

16. County Attorney Report

No report.

17. Commissioner Announcements

Commissioner McElhenney: none

Commissioner Brown: none

Commissioner Sharp: none

Commissioner Wooten: none

Chairman Webster: commented that he is proud of the commissioners and staff; everyone is stepping up. He also gave a shout out to The Eatonton Messenger staff - the last issue had a lot of good reporting and thanked our Public Information Officer for keeping the social media updated.

**Executive Session**

18. Enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel, Litigation, or Real Estate

**Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4 for Litigation.**

**Motion made by Commissioner Sharp, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

Meeting closed at approximately 9:40 a.m.

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19. Reopen meeting and execute Affidavit concerning the subject matter of the closed portion of the meeting

**Motion to reopen the meeting and execute an Affidavit concerning the subject matter of the closed portion of the meeting.**

**Motion made by Commissioner Brown, Seconded by Commissioner Sharp.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of affidavit made a part of the minutes on minute book page \_\_\_\_\_.)

Meeting reopened at approximately 10:52 a.m.

20. Action, if any, resulting from the Executive Session

No action was taken.

**Closing**

21. Adjournment

**Motion to adjourn the meeting.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

Meeting adjourned at approximately 10:53 a.m.

ATTEST:

Lynn Butterworth  
County Clerk

Billy Webster  
Chairman

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# PUTNAM COUNTY BOARD OF COMMISSIONERS



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Office of the County Clerk

117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

706-485-5826 (main office) ♦ 706-485-1877 (direct line) ♦ 706-923-2345 (fax)

[lbutterworth@putnamcountyga.us](mailto:lbutterworth@putnamcountyga.us) ♦ [www.putnamcountyga.us](http://www.putnamcountyga.us)

The draft minutes of the June 4, 2021 Executive Session are available for Commissioner review in the Clerk's office.



2021



# ACCG – Group Health Benefits Program Health Promotion & Wellbeing Grant

## Grant Application

The Chairman or Director of Putnam County/Authority  
(NAME OF COUNTY OR AUTHORITY)

hereby acknowledges and verifies that they have read, support, and agree to fully comply with all of the requirements and activities of the ACCG GHBP Health Promotion & Wellbeing Grant.

The designated Health Promotion Champion is: Cynthia Miller  
(CHAMPION OVERSEES COUNTY/AUTHORITY HEALTH PROMOTION & WELLBEING)

Health Promotion Champion's Title & Email Address: Human Resources Director - cmiller@putnamcountyga.us

The appointed ACCG GHBP Insurance Contact is: Cynthia Miller  
(INSURANCE CONTACT RECEIVES ACCG GHBP & BCBS INFORMATION)

GHBP Insurance Contact's Title & Email Address: Human Resources Director - cmiller@putnamcountyga.us

\_\_\_\_\_  
CHAIRMAN OR DIRECTOR (SIGNATURE)

June 4, 2021  
DATE

All of the ACCG & LGRMS requirements must be met if chosen as a grant recipient. Collectively, selected members may receive up to \$20.00 per covered employee for implementation of approved health employee promotion and wellness activities and access to free Health Risk Appraisals.

For further assistance, Sherea Robinson of LGRMS Health Promotion Services can be contacted at 678-686-6281 / 800-650-3120 or email [srobinson@lgrms.com](mailto:srobinson@lgrms.com).

The Health Promotion Grant Application and Questionnaire must be completed and submitted to ACCG on or before **July 1, 2021** to be eligible. *Originals are not necessary.*

Email [accginsurance@accg.org](mailto:accginsurance@accg.org)



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

May 25, 2021

The Honorable Billy Webster, Chairman  
Putnam County Transit  
117 Putnam Drive  
Eatonton, GA 31024

In Re: FTA 5311 – FY2022 Operating and Capital  
Project Number – T007174  
Contract Amount-\$189,459.95

Dear Chairman Webster:

Enclosed for execution by Putnam County Transit is an electronic contract for FY 2022 to assist with the operation of your public transit system under the FTA's 5311 Rural Assistance Program. The project contains 50% federal operating funds in the amount of \$138,650.00 and a local match of 50% in the amount of \$138,650.00. The project also contains 80% federal capital funds in the amount of \$45,164.40, 10% state funds in the amount of \$5,645.55, and a 10% local match in the amount of \$5,645.55.

Instructions on how to complete the electronic contract have been attached for your convenience. Please refer to these instructions as needed to complete the electronic process.

After the contract has been fully executed, the Department will issue an electronic notification indicating the contract process has been completed along with a copy of the executed contract. The contract is not valid until your agency receives a written "Notice to Proceed" from GDOT's Intermodal office. *Putnam County Transit must comply with all applicable FTA regulations, policies, procedures and directives, specifically CFR 4220.1F as it relates to third-party contracting and procurement.*

If you have further questions, please do not hesitate to contact Carrie Anderson, your District PTS/Planner, at 706-646-7570.

Sincerely,

A rectangular box containing a handwritten signature in blue ink that reads 'Kaycee Mertz'.

Kaycee Mertz  
Transit Program Manager

KM:sc

Enclosures

ELECTRONIC CONTRACT PROCESSING INSTRUCTIONS  
Transit Program Subrecipient Contracts

**Step 1**

The Department will send via email the electronic contract to [Reviewer #1] for review. Once [Reviewer #1] has reviewed the document, the contract will automatically forward to the Chairperson, Mayor, Executive Director, Sole Commissioner, or City Manager's office for signature & county/city seal. Once the authorized official's signature & seal has been loaded onto the pages, the system will prompt to select "**adopt and sign**" then "**finish**". The system will automatically send the contract to the designated witness for signature.

**Step 2**

Once the designated witness has signed, the system will then automatically send the contract to the Notary to upload his/her signature and notary seal to complete the agreement. The signature and seal will have to be on a single line. **NOTE:** To save the signature and seal, take a white sheet of paper, sign it and affix the seal adjacent to the signature. Scan the signature and seal and save to the desktop or take a picture of the signature and seal using a cell phone camera and send to email to save on desktop. **The County/City "Seal" is required on this document.**

**NOTE: PLEASE REMEMBER TO CROP SIGNATURE WITH SEAL**

**Step 3**

Next, the system will give an option to "**upload**" the signature and the county/city "Seal." The signature and county/city seal have to be uploaded together, as one document, and will need to be in a **.jpeg** or **.bmp** format. **A .pdf format is not acceptable.** Once the signature and seal have been uploaded successfully, the system will prompt to select "**adopt and sign**" then "**finish.**"

To assist you further, there is also an instructional video on how to upload the County/City Seal. Please use this link to view: <http://www.dot.ga.gov/PS/Training/ElectronicSignature>

**Step 4**

Once the signatures and seals have been successfully uploaded, the contract will be electronically returned to GDOT to complete the execution process.

**If there are any questions or if clarification is needed, please call our office BEFORE selecting "Adopt and Sign." There is a "Cancel" button to select that will allow the contract to be saved for later. Selecting "Adopt and Sign" before the signature and seal is attached will cause the contract to be "rejected" and the entire electronic contract signing process will have to be started again from the beginning.**



AGREEMENT  
FOR  
SECTION 5311- TRANSIT OPERATING AND CAPITAL ASSISTANCE  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
AND  
PUTNAM COUNTY TRANSIT

PROJECT ID NUMBER: T007174

THIS AGREEMENT is made and entered into on \_\_\_\_\_ ( the “Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and Putnam County Transit, hereinafter called the "SPONSOR" (the “Agreement”).

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating, planning, and capital assistance for public transportation services to non-urbanized areas in the state of Georgia (the “State”); and

WHEREAS, in a letter to the Federal Transit Administration ("FTA"), and the Federal Highway Administration, ("FHWA"), dated January 24, 1979, the Governor designated the DEPARTMENT as the recipient agency for Section 5311 funding; and

WHEREAS, Section 5311 funding is subject to the contractual provisions set forth under FTA Circular 9040.1G , FTA Circular 4220.1F and certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in these contract provisions; and

WHEREAS, the SPONSOR has stated that transit financial assistance is needed for transportation services in its non-urbanized area, and it would, therefore, perform certain duties and provide resources in order to receive said Section 5311 Funds of the Federal Transit Act; and

WHEREAS, in reliance on said SPONSOR, the DEPARTMENT has applied to FTA for said Section 5311 funds, and in so doing states that the required duties would be discharged pursuant to a written contract between the parties; and

WHEREAS, the funding amount awarded to SPONSOR by DEPARTMENT is set forth herein in EXHIBIT A; and

WHEREAS, under Sections 32-9-1 and 32-9-2 of the Official Code of Georgia Annotated (“O.C.G.A.”), the DEPARTMENT is authorized to participate in such an undertaking;

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I  
SCOPE AND PROCEDURE

Grants made under this Agreement are for the purpose of (A) Operating Assistance and/or (B) Capital Projects as specified in this Agreement and more specifically, as set forth in Exhibit A of this Agreement, and as requested by the SPONSOR's FY 2022 - Section 5311 APPLICATION FOR FUNDING, on file at the DEPARTMENT and incorporated by reference as if fully set out herein. The terms "Operating Assistance," "Capital Assistance," and "Mobility Management" Activities" shall have the meanings set forth in the FTA Circular 9040.1G.

A. Operating Assistance

- a) This Agreement covers the obligations of the DEPARTMENT and the SPONSOR in connection with the FTA'S granting Section 5311 funds to the DEPARTMENT for operating assistance for public transportation in the Putnam County Transit area. SPONSOR is responsible for carrying out the PROJECT, as set forth more fully in the Agreement and as set forth in the current Master Agreement between the DEPARTMENT and FTA. The SPONSOR agrees to comply with all the terms and conditions required by FTA.
- b) The SPONSOR shall use the funds provided by the DEPARTMENT to operate a public transportation service in the Putnam County Transit area and the SPONSOR agrees to provide from local funding sources, excluding all available federal funds, funds to pay its local matching share of the cost of operating a public transportation service for the period of this Agreement.
- c) The SPONSOR agrees that it, or any operator of public transportation on its behalf, will not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act, and published in FTA regulations on school bus operations.
- d) The SPONSOR agrees that it, or any operator of public transportation acting on its behalf, will not engage in charter bus operations outside the area within which it provides regularly scheduled public transportation services, except as provided under Section 3(f) of the Federal Transit Act, and published in FTA regulations on charter bus operations.
- e) The SPONSOR and any mass transportation operator under it will conform to the reporting system in FEDERAL ACQUISITION REGULATIONS, SUBPART 31.6.
- f) The SPONSOR will make all purchases of goods and services under this Agreement through FTA's Third-Party Contracting Requirements as set forth in FTA Circular 4220.1F dated March 18, 2013.
- g) The SPONSOR shall prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, for themselves or others, particularly, those with whom they have family, business, or other ties.

- h) The SPONSOR shall comply with all relevant Federal and State laws and regulations relating to the Section 5311 Program, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200, and any applicable provisions of the Hatch Act.
- i) The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT, and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance.

**B. Capital Assistance**

a) Acquisition of Vehicles and Equipment

1. Pursuant to the terms of this Agreement, the DEPARTMENT shall acquire through its procurement process for the SPONSOR the following item(s):

**VEHICLES**

<b>Quantity</b>	<b>Description</b>
1	BUY REPLACEMENT VAN

2. Upon acquisition of the vehicle listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title ownership in said vehicle to the SPONSOR. The DEPARTMENT shall place a lien and hold physical possession of all vehicle titles.
3. The DEPARTMENT shall participate in the purchase of small capital items or service by the SPONSOR of:

**SMALL CAPITAL ITEMS/MOBILITY MANAGEMENT**

<b>Quantity</b>	<b>Description</b>
NA	NA

4. Prior to the purchase of any small capital items or service the SPONSOR shall obtain prior approval from the DEPARTMENT for the amount and items/service purchased.
- a. The SPONSOR shall accept and retain ownership in lieu of title to said PROJECT and shall provide from local funding sources excluding all available federal funds, funds to pay its share of the PROJECT cost. The SPONSOR shall show the DEPARTMENT as first lienholder on the Title of Certificate for the duration of the life of any rolling stock or support vehicle.

- b. During the period of contract performance, the SPONSOR shall use the PROJECT rolling stock, support vehicle, goods, and/or service for the provisions of mass transportation service in the SPONSOR area. The mass transportation system under the terms of this Agreement shall be operated by the SPONSOR and shall serve area-wide transportation needs. The SPONSOR shall have full responsibility for the day-to-day management and operation of the system. The SPONSOR agrees to be responsible for all operating costs of the system.
- c. During the period of contract performance, the SPONSOR shall keep accurate records, in a manner approved by the DEPARTMENT, with regard to the use of the PROJECT rolling stock; and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Article; and shall immediately notify the DEPARTMENT in all cases where PROJECT rolling stock is used in a manner or for a purpose other than mass transportation.
- d. During the period of contract performance, the SPONSOR shall maintain the PROJECT rolling stock, support vehicle, and goods at a level of cleanliness, safety and mechanical soundness as determined by the SPONSOR and approved by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Article.
- e. The SPONSOR shall maintain, in amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT equipment throughout the PROJECT equipment's useful life.
- f. If at any time during the duration of the PROJECT equipment's useful life, it is determined by the DEPARTMENT that said PROJECT equipment is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in paragraph (d) of this Article, then the DEPARTMENT, at its discretion, shall require the SPONSOR to either remit ownership of the equipment to the DEPARTMENT or shall remit to the DEPARTMENT ninety percent (90%) of the fair market value, if any, of such property. For the purpose of this Article, the fair market value shall be deemed to be the value of the property as determined by an appraisal, approved by the DEPARTMENT, conducted as soon after such misuse or withdrawal occurs or the actual proceeds from the public sale of such property, whichever is approved by the DEPARTMENT and FTA. The DEPARTMENT reserves the right to transfer ownership of the surrendered PROJECT equipment to another transportation service provider. Upon disposition of said property or properties by transfer, sale, or as otherwise directed by the DEPARTMENT in accordance with the procedures of the DEPARTMENT, the SPONSOR forfeits any invested interest

in lieu of the costs of such disposition. Under no circumstances will the property be disposed of without the specific written consent of the DEPARTMENT.

- g. The SPONSOR shall not permit the use of the PROJECT equipment for political purposes.
- h. The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.
- i. The SPONSOR will concur with the DEPARTMENT'S Transit Asset Management Group Plan (TAM) in order to keep transit assets in a state of good repair.

## ARTICLE II

### COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant Federal, State, and local laws. The SPONSOR warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## ARTICLE III

### EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

## ARTICLE IV

### CODE OF ETHICS

No member, officer, or employee of the SPONSOR during his tenure or one year thereafter shall have any interest, direct or indirect in this Agreement or the proceeds thereof the SPONSOR agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, sub-agreements, or leases financed with Federal and/or State assistance.

## ARTICLE V

## REVIEW OF WORK

Authorized representatives of the DEPARTMENT and Federal Government may during normal office hours review and inspect the PROJECT activities, data collected, and financial records of the SPONSOR pertaining to the PROJECT, this Agreement, and any amendment thereto.

### A. Inspection of Fleet, Equipment, and Transit-related property(ies).

Authorized representatives of the DEPARTMENT, the Inspector General of the United States, and the Secretary of Transportation may at all reasonable times inspect all fleet, equipment, and transit-related properties purchased by the SPONSOR as part of the PROJECT, all transportation services rendered by the SPONSOR by the use of such fleet, and all relevant PROJECT data and records.

### B. Inspection of Books, Records, and Accounts

The SPONSOR agrees to provide sufficient access to FTA and and the DEPARTMENT to inspect and audit records and information related to performance of this Agreement as reasonably may be required. The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred by the SPONSOR in operating the SPONSOR's Public Transportation Services and acquisition of Capital items and acquisition of Capital items shall *make* such material available at all reasonable times during the period of this Agreement, and for *three* (3) years from the date of the final payment under this Agreement, for the inspection by the DEPARTMENT and FTA, and copies shall *be* furnished if requested within the establish period of time set by the DEPARTMENT.

## ARTICLE VI

### AUTHORIZATION AND APPROVAL

Time is of the essence in this Agreement and the SPONSOR shall perform its responsibilities to the PROJECT in accordance with this Agreement. It is understood and agreed by the parties to this Agreement, the SPONSOR shall satisfy the terms of this Agreement for operating assistance commencing upon the beginning of the operating period, and continuing until the end of the operating period as denoted on the **EXHIBIT A-** Section 1. The Capital Improvements and the purchase of improvements or services provided under the terms of this Agreement shall be completed as defined in the **EXHIBIT A-** Section 2, Section 3, and Section 4. The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may make necessary some minor variations. It is understood and agreed this Agreement is contingent upon FTA approval of the funding assistance and distribution as described in **EXHIBIT A-PROJECT SUMMARY** for this

project and that any payment to the SPONSOR by the DEPARTMENT will be made subject provisions set forth in ARTICLE VIII (Compensation).

## ARTICLE VII RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent provided by law, the SPONSOR and its sub-recipients shall 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 SPONSOR and its sub-recipients in the performance of work under this Agreement. Further, the SPONSOR and its sub-recipient agrees to indemnify and hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and its sub-recipients under this Agreement or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR and its sub-recipients. These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR 's contractors or subcontractors.

## ARTICLE VIII COMPENSATION

### A. Operating Assistance

- (1) It is understood and agreed that the total estimated eligible net Operating Assistance is the difference between eligible operating expenses and eligible revenues, as defined in FTA Circular 9040.IG for the provision of operating assistance as shown, if any, in EXHIBIT A– Section 1, as attached hereto and made a part of this Agreement as if fully set out herein, is TWO HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED and ZERO/100 Dollars (\$277,300.00). For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the DEPARTMENT'S maximum obligation for the SPONSOR'S operating assistance program shall be ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED FIFTY and ZERO/100 Dollars (\$138,650.00), which includes the administrative and operating costs, as established in EXHIBIT A– Section 1.
- (2) If the total estimated eligible net project cost of the SPONSOR'S public transportation service for the operating period beginning **July 1, 2021 and ending June 30, 2022** (“Operating Assistance Period”), as reflected in the final audit, is less than TWO HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED and ZERO/100 Dollars (\$277,300.00), then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs.



- (3) It is further understood and agreed that any line item Project Summary shown in PROJECT APPLICATION may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

#### B. Capital Assistance

- (1) It is understood and agreed that the total estimated eligible net Capital project cost is FIFTY-SIX THOUSAND FOUR HUNDRED FIFTY-FIVE and FIFTY/100 Dollars (\$56,455.50), as shown, if any, in EXHIBIT A-Section 2 and EXHIBIT A-Section 3, which is attached and incorporated as if fully set out herein. It is further understood the SPONSOR's local share of the project is FIVE THOUSAND SIX HUNDRED FORTY-FIVE and FIFTY-FIVE/100 Dollars (\$5,645.55). The DEPARTMENT'S participation in the acquisition cost of said improvements shall be FIFTY THOUSAND EIGHT HUNDRED NINE and NINETY-FIVE/100 Dollars (\$50,809.95), which includes the funding provided by FTA which is eighty percent (80%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT, which is ten percent (10%). The DEPARTMENT shall be responsible for the purchase of or participate in the purchase of said improvements.
- (2) The period of performance for eligible capital projects (VEHICLES ONLY) will begin **July 01, 2021 and end December 31, 2022** (the "Capital Expenditures Period").
- (3) The period of performance for eligible capital projects (SMALL CAPITAL ONLY) will begin **July 01, 2021 and end June 30, 2022** (the "Capital Projects Period").
- (4) It is further agreed that the DEPARTMENT'S obligation for the purchase of the aforementioned improvement shall not exceed the sum of FIFTY THOUSAND EIGHT HUNDRED NINE and NINETY-FIVE/100 Dollars (\$50,809.95). However, if the sum total of the actual cost in acquiring the improvements shall be less than FIFTY-SIX THOUSAND FOUR HUNDRED FIFTY-FIVE and FIFTY/100 Dollars (\$56,455.50), the DEPARTMENT shall be obligated to pay ninety percent (90%) of the actual cost.

#### C. Mobility Management Activities

- (1) It is understood and agreed that the total eligible net for the SPONSOR's Transit mobility management activities is ZERO and ZERO/100 Dollars (\$0.00), as shown in EXHIBIT A-Section 4. The DEPARTMENT'S maximum participation in Transit mobility management activities costs is ZERO and ZERO/100 Dollars (\$0.00) comprised of FTA funding in the amount of eighty percent (80%) of the estimated Transit mobility



management portion of the PROJECT cost, and DEPARTMENT funding not to exceed ten percent (10%) of the estimated Transit mobility management portion of the PROJECT cost.

(2) If the SPONSOR's actual Transit mobility management activities cost is less than ZERO and ZERO/100 Dollars (\$0.00) the DEPARTMENT shall be obligated to pay only ninety percent (90%) of the actual cost. The period of performance for eligible mobility management projects will begin **July 1, 2021 and end June 30, 2022** ("Mobility Management Activities Period").

#### D. Departmental Obligations

The DEPARTMENT'S maximum obligation, \$189,459.95, as set forth above is funded by the FTA and the State of Georgia. No entity of the State of Georgia other than the DEPARTMENT has any obligations to the SPONSOR related to this project. This Agreement does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FTA. The obligation of the DEPARTMENT to pay or reimburse the SPONSOR is expressly limited to the amount of funds remitted to the DEPARTMENT by the FTA. Payments of invoices will be contingent upon the receipt of funds from the FTA, and therefore the DEPARTMENT does not make any commitment to the SPONSOR as to the timing of when payment to the SPONSOR will be made. In the event the funds made available to the DEPARTMENT by the FTA are insufficient for the PROJECT, the DEPARTMENT's payment obligations shall not exceed the availability of such FTA funds, and the DEPARTMENT shall have the right at its sole discretion to terminate this Agreement immediately upon notice to the SPONSOR without further obligation of the DEPARTMENT.

### ARTICLE IX

#### SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the PROJECT under this Agreement, the SPONSOR materially alters the scope, character, complexity or duration of the PROJECT from those required under the Agreement, SPONSOR shall provide prior notice to the DEPARTMENT and request an amendment to the Agreement by a Supplemental Agreement; which may be executed between the parties, at DEPARTMENT'S sole discretion. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by either the DEPARTMENT or the SPONSOR with written approval by the other party.

### ARTICLE X

#### PAYMENTS

##### A. PARTIAL PAYMENT

The SPONSOR shall submit to the DEPARTMENT monthly invoices of the Operating Assistance, Capital Assistance, and Mobility Management Activities costs applicable to this agreement incurred during the period of this Agreement and submit to the DEPARTMENT itemized invoices stating, in reasonable detail, the actual expenses incurred by the SPONSOR on the PROJECT for the invoice period as well as a specific designation and certification of receipt of the item or items purchased as listed in ARTICLE I. Upon the basis of its review and approval of such invoices, the DEPARTMENT will, at the request of the SPONSOR, make payment to the SPONSOR pursuant to this ARTICLE as the PROJECT progresses but not more than once a month. Payments will be made by the DEPARTMENT for expenses incurred by the SPONSOR, less any previous partial payments, for any item and for each item specified in the invoice and which is specifically set for in ARTICLE I. It is agreed that under no circumstances will the DEPARTMENT be responsible or obligated to pay to the SPONSOR more than the amounts specified in Article VIII – Compensation covered under this Agreement.

The SPONSOR further expressly agrees that the DEPARTMENT may set-off against the partial payment provided hereunder, an amount equal to that amount which has been identified by either state or federal audit as an unallowable expenditure in any contract between the SPONSOR and the DEPARTMENT on which payments have been made, subject to final audit.

#### B. FINAL PAYMENT AND PROJECT CLOSEOUT

If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after each of the Operating Assistance, Capital Assistance, and Mobility Management Activities date(s), the DEPARTMENT may, at its discretion, consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings. In completing the final close out, the DEPARTMENT may set-off against any remaining balance in any contract between the DEPARTMENT and SPONSOR an amount equal to the unallowable expenditure as provided for herein, under Partial Payment. If any costs covered under the terms of this Agreement are disallowed by either the DEPARTMENT or FTA, the SPONSOR, and not the DEPARTMENT or FTA shall be responsible for such disallowed costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of compensation it owes the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation set out in Article VIII. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this Agreement and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said Agreement.

IT IS FURTHER AGREED that the SPONSOR shall submit to the DEPARTMENT, if applicable, audited financial statements reflecting all eligible costs incurred for the SPONSOR'S public transportation services. The audit shall be performed by an independent auditor or audit firm and shall conform to the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. DEPARTMENT reserves the right to perform an audit at any time to ensure compliance. The DEPARTMENT, at its discretion, may accept the independent audit or conduct its own audit at SPONSOR's cost.

#### C. APPROVAL OF SUBCONTRACTS

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the work required under this Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT prepared estimates for the DEPARTMENT'S review and written concurrence in advance of their execution. All contracts shall provide that subcontracts exceeding \$10,000.00 in cost shall contain all the required provisions of the prime contract.

#### D. PROMPT PAYMENT OF SUBCONTRACTORS/DBEs

The SPONSOR agrees to pay each subcontractor or Disadvantaged Business Enterprise ("DBE") subcontractor (and extends to any second-tier subcontract(s)) under this FTA funded Agreement for satisfactory performance of its subcontract no later than thirty (30) days from receipt of each payment the SPONSOR received from the DEPARTMENT's FTA funded transit program. Any disputes that arise regarding payment to any subcontractor after the satisfactory completion of work may be brought to the attention of the DEPARTMENT, who will make a determination whether there was good cause. Any delay of payment from the above-referenced time frame may occur only for good cause following written approval from the DEPARTMENT. This clause applies to both DBE and non-DBE subcontractors. Failure by the SPONSOR to carry out the requirements of prompt payment without just cause, is a material breach of this Agreement with the DEPARTMENT and may result in the DEPARTMENT withholding payment from the SPONSOR until all delinquent payments have been made (no interest will be paid to SPONSOR for the period that payment was withheld, when applicable), termination of this Agreement, or other such remedy as the DEPARTMENT deems appropriate. Additionally, the SPONSOR shall not withhold retainage from subcontractors.

### ARTICLE XI

#### SUBCONTRACTING AND ASSIGNMENT

#### A. SUBCONTRACTING OF SERVICE

The SPONSOR agrees it will not engage, sub-contract or otherwise pass through funding authorized by this Agreement to any operator of public transportation services without the specific written consent of the DEPARTMENT. Such Agreement shall be a written contract between the SPONSOR and the operator and be approved as to form and content by the DEPARTMENT.

#### B. ASSIGNMENT AND NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTY AGREEMENTS

Unless otherwise authorized in writing by the DEPARTMENT, the SPONSOR shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the DEPARTMENT. The Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, SPONSOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

### ARTICLE XII

#### CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

### ARTICLE XIII

#### TERMINATION FOR CAUSE AND FOR CONVENIENCE

The Department reserves the right to terminate this Agreement at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR. The Termination for cause and convenience shall extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

### ARTICLE XIV

### COMPLIANCE WITH APPLICABLE STATE LAWS

- A. The undersigned certifies that the provisions of O.C.G.A. §45-10-20 through 45-10-28 relating to Conflict of Interest, have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors and third-party operators to comply with requirements in Georgia Department of Transportation, Exhibit B, Certification Of Sponsor, Compliance With State Audit Requirement, attached hereto and made a part of this Agreement as if fully set out herein.
- C. IT IS FURTHER CERTIFIED that the provisions of O.C.G.A. §50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in EXHIBIT C of this Agreement.
- D. IT IS FURTHER agreed that the SPONSOR shall comply with and require its consultants to comply with the requirements in Georgia Department of Transportation, Exhibit D, Georgia Security and Immigration Compliance Act Affidavit.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the requirements of Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging December 30, 2009, incorporated by reference and made a part of this Agreement as if fully set out herein.
- F. The SPONSOR shall comply with the provisions of O.C.G.A. §16-10-6 relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.
- G. Pursuant to O.C.G.A. §. 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- H. It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit J which is hereby made a part of this Agreement as if fully set out herein.
- I. The SPONSOR agrees that it will comply with the current State Management Plan (most recently updated as of October 1, 2020), and any other guidance that the Department may promulgate from time to time.

### ARTICLE XV

#### COMPLIANCE WITH APPLICABLE FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

- A. The SPONSOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project.
- B. SPONSOR shall comply with all applicable FTA regulations, policies, procedures and directives, including

without limitation those listed directly or by reference in the current Master Agreement between the DEPARTMENT and FTA, as they may be amended or promulgated from time to time during the term of the contract. SPONSOR's failure to comply shall constitute a material breach of the Agreement.

C. Civil Rights Requirements

a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, SPONSOR shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. SPONSOR shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Religion, Gender Identity, National Origin, Sex, Sexual Orientation - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, SPONSOR shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. SPONSOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to Race, Color, Religion, Gender Identity, National Origin, Sex, and Sexual Orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, SPONSOR shall comply with any implementing requirements FTA may issue.

c) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, SPONSOR shall refrain from discrimination against present and prospective employees for reason of age. SPONSOR shall also comply with any implementing requirements FTA may issue.

- d) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, SPONSOR shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. SPONSOR shall also comply with any implementing requirements FTA may issue. SPONSOR shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.
- D. The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The SPONSOR shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.
- E. The SPONSOR agrees to 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.
- F. The SPONSOR shall comply and require its consultants or third-party operator to comply with the requirements of 49 U.S.C. Section 5333(b), Labor Standards as more specifically referenced in U.S. Department of Labor correspondence dated August 2, 2010, incorporated by reference as if fully set out herein.
- G. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).
- H. For all contracts that involve the employment of mechanics or laborers, the SPONSOR shall comply with the Prevailing Wage Requirements, Anti-Kickback” Prohibitions, and Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5.
- I. The SPONSOR agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities.
- J. According to 49 CFR Part 605, a SPONSOR is prohibited from providing school bus service in competition with private school bus operators unless the service qualifies and is approved by the



FTA Administrator under an allowable exemption.

K. DBE - The SPONSOR, subrecipient or subcontractor shall not discriminate on the basis of Race, Color, Religion, Gender Identity, National Origin, Sex, Sexual Orientation in the performance of this contract. The SPONSOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the SPONSOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the SPONSOR from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

L. SPONSOR shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. SPONSOR shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

M. The SPONSOR agrees to comply with the current Federal substance abuse regulations: (a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. (b) Participate in Agency's drug and alcohol program established in compliance with 49 CFR 653 and 654.

## ARTICLE XVI

### TERM

This Agreement shall be effective as of the Effective Date above and shall terminate upon the expiration of the Capital Assistance Period, unless terminated earlier under Article XIII of this Agreement (the "Term").

## ARTICLE XVII



## INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

\_\_\_ is self-insured and all claims against SPONSOR will be handled through

\_\_\_\_\_

OR

\_\_\_ shall, obtain coverage from SPONSOR's private insurance company or cause its consultant/contractor to obtain coverage.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article XVII (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:
  - a) 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. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
  - b) Professional Liability (Errors and Omissions) Insurance with limits of at least:
    - 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 PROJECT.
- C. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

D. The insurance certificate must provide the following:

- i. Name, address, signature and telephone number of authorized agents.
- ii. Name and address of insured.
- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of DEPARTMENT as certificate holder.
- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

E. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

F. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

## ARTICLE XVIII

### EXHIBITS AND APPENDICES

This Agreement includes the exhibits and appendices as listed below, which are hereto attached and incorporated herein by reference:

- |           |  |
|-----------|--|
| EXHIBIT A | Project Summary  |
| EXHIBIT B | Certification of Sponsor, Compliance with State Audit Requirement                                  |
| EXHIBIT C | Certification of Sponsor Drug-Free Workplace   |
| EXHIBIT D | Georgia Security and Immigration Compliance Act Affidavit  |
| EXHIBIT E | Certification of Sponsor   |
| EXHIBIT F | Certification of Department Of Transportation, State Of Georgia                                    |
| EXHIBIT G | Primary Sponsor Certification Regarding Debarment, Suspension, and Other Responsibility Matters    |
| EXHIBIT H | Lower Tier Sponsor Certification Regarding Debarment, Suspension, and Other Responsibility Matters |
| EXHIBIT I | Reserved   |
| EXHIBIT J | Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy        |

ARTICLE XIX  
MISCELLANEOUS

A. NOTICE & CONTACT INFORMATION. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT

Name: Carol Comer  
Title: Intermodal Division Director  
600 West Peachtree Street, NW,  
6th Floor  
Atlanta, Georgia 30308  
Telephone #:(404)-347-0573  
E-mail: ccomer@dot.ga.gov

SPONSOR

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

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

B. 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.

C. NONWAIVER. 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.

- D. 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.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.
- G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. 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.
- I. 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.
- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

L. 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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA  
DEPARTMENT OF TRANSPORTATION

SPONSOR: Putnam County Transit

\_\_\_\_\_  
Commissioner (SEAL)

BY: \_\_\_\_\_(SEAL)

Name: Billy webster

Title: Chairman

ATTEST:

\_\_\_\_\_  
Treasurer

IN THE PRESENCE OF:

In Process

\_\_\_\_\_  
Witness

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

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

FEDERAL EMPLOYER  
IDENTIFICATION NUMBER:

\_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 202\_

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A  
PROJECT SUMMARY  
Putnam County Transit**

**FY2022 FTA 5311 Rural Transit Operating Assistance  
Period of Eligible Expenses - July 1, 2021 - June 30, 2022**

SECTION 1							
Item	Description	Scope/ Suffix	FTA ALI Code	Total Cost	Federal Share (50%)	State Share (0%)	Local Share (50%)
1	OPERATING ASSISTANCE	300-A1	300901	\$277,300.00	\$138,650.00	\$0.00	\$138,650.00
	<b>Total Admin &amp; Operating Cost</b>			<b>\$277,300.00</b>	<b>\$138,650.00</b>	<b>\$0.00</b>	<b>\$138,650.00</b>

Funding Distribution	Fund Sources
Federal (50%)	\$138,650.00 211KA
State (0%)	\$0.00
Local (50%)	\$138,650.00 451KA
<b>Total Estimated Operating Cost</b>	<b>\$277,300.00</b>

<b>FTA FAIN Number:</b>	GA-2021-011-00
<b>FTA Project:</b>	GA-2021-011-01-00
<b>FTA PO:</b>	GA-18-X039
<b>Federal Award Date:</b>	5/12/2021

**FY2022 FTA 5311 Rural Capital Vehicles Purchases ONLY  
Period of Eligible Expenses - July 01, 2021 - December 31, 2022**

SECTION 2									
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
1	BUY REPLACEMENT VAN	111-B1	111215	1	\$56,455.50	\$56,455.50	\$45,164.40	\$5,645.55	\$5,645.55
	<b>Total Capital</b>					<b>\$56,455.50</b>	<b>\$45,164.40</b>	<b>\$5,645.55</b>	<b>\$5,645.55</b>

Funding Distribution	Fund Sources
Federal (80%)	\$45,164.40 211KA
State (10%)	\$5,645.55 441KA
Local (10%) Deposited at GDOT	\$5,645.55 401KA
<b>Total Project Cost</b>	<b>\$56,455.50</b>

<b>FTA FAIN Number:</b>	GA-2021-011-00
<b>FTA Project:</b>	GA-2021-011-02-00
<b>FTA PO:</b>	GA-34-0036
<b>Federal Award Date:</b>	5/12/2021

**FY2022 FTA 5311 Rural Capital Purchases Other Than Vehicles  
Period of Eligible Expenses - July 01, 2021 - June 30, 2022**

SECTION 3
-----------

Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	<b>Total Capital</b>					<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Funding Distribution	Fund Sources
Federal (80%)	\$0.00 N/A
State (10%)	\$0.00 N/A
Local (10%)	\$0.00 N/A
<b>Total Project Cost</b>	<b>\$0.00</b>

<b>FTA FAIN Number:</b>	N/A
<b>FTA Project:</b>	N/A
<b>FTA PO:</b>	N/A
<b>Federal Award Date:</b>	N/A

**FY2022 FTA 5311 Rural Transit Mobility Management  
Period of Eligible Expenses - July 1, 2021 - June 30, 2022**

SECTION 4

Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	<b>Total /Mobility Management</b>					<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Funding Distribution	Fund Sources
Federal (80%)	\$0.00 N/A
State (10%)	\$0.00 N/A
Local (10%)	\$0.00 N/A
<b>Total Project Cost</b>	<b>\$0.00</b>

<b>FTA FAIN Number:</b>	N/A
<b>FTA Project:</b>	N/A
<b>FTA PO:</b>	N/A
<b>Federal Award Date:</b>	N/A

Project Summary PI#: T007174	Amount
<b>Total Federal Cost - Operating, Capital Rolling Stock, Other Capital, &amp; Mobility Management</b>	<b>\$183,814.40</b>
<b>Total State Cost - Capital Rolling Stock, Other Capital, &amp; Mobility Management</b>	<b>\$5,645.55</b>
<b>Total Local Cost - Operating</b>	<b>\$138,650.00</b>
<b>Total Local Cost - Capital Rolling Stock, Other Capital, &amp; Mobility Management</b>	<b>\$5,645.55</b>
<b>Total Project Cost</b>	<b>\$333,755.50</b>

<b>CFDA:</b>	20.509
<b>DUNS#</b>	010112084

INDIRECT COST RATE		
<b>Approved ICR</b>		Yes
<b>De minimis CR</b>	X	10% Fixed



**EXHIBIT B**  
**CERTIFICATION OF SPONSOR COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of Putnam County whose address is \_\_\_\_\_, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Name: Billy webster  
Title: Chairman

**EXHIBIT C  
CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of Putnam County whose address is \_\_\_\_\_, and it is also certified that:

The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

A drug-free workplace will be provided for the Sponsor's employees during the performance of the contract; and

Each subcontractor hired by the Sponsor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Sponsor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Sponsor, certifies to the Sponsor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

Name: Billy webster

Title: Chairman

**EXHIBIT D**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: Putnam County Transit

Contract No. and Name: T007174 SEC 5311 - OPERATING AND CAPITAL

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.G.A. § 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.

49222  
E-Verify / Company Identification Number

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date of Authorization

Billy webster

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Chairman

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 202\_

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

~NOTARY SEAL~

My Commission Expires: \_\_\_\_\_

**EXHIBIT E**

**CERTIFICATION OF SPONSOR**

I hereby certify that I am the Chairman and duly authorized representative of the Firm Putnam County whose address is \_\_\_\_\_.

I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the participant shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Sponsor) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Sponsor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Name: Billy Webster  
Title: Chairman

**EXHIBIT F  
CERTIFICATION OF DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

In Process

\_\_\_\_\_ Date

\_\_\_\_\_ Commissioner

**EXHIBIT G  
PRIMARY SPONSOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the Chairman and duly authorized representative of Putnam County, whose address is \_\_\_\_\_, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives 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 in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false invoices, 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 offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(SEAL)  
Signature  
Name: Billy webster  
Title: Chairman

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Sponsors)**

1. By signing and submitting this contract the Sponsor is providing the certification set out in Exhibit G.
2. The inability of the Sponsor to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Sponsor shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Exhibit G, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Sponsor shall provide immediate written notice to the Department if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Sponsor agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Sponsor further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Sponsor in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Sponsor may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Sponsor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Sponsor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

**EXHIBIT H  
LOWER TIER SPONSOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the Chairman and duly authorized representative of Putnam County, whose address is \_\_\_\_\_, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime SPONSOR Agreement involving the participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_(SEAL)  
Signature  
Name: Billy webster  
Title: Chairman



### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and Other Responsibility Matters – Lower Tier Covered Transactions**

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the lower tier participant is providing the certification set out in Exhibit H.
2. The certification, Exhibit G, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "*covered transaction*", "*debarred*", "*suspended*", "*ineligible*", "*lower tier covered transaction*", "*participant*", "*person*", "*primary covered transaction*", "*principal*", "*proposal*", and "*voluntarily excluded*", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this person to which proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.

#### *Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion—Lower Tier Covered Transactions*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/contract.

**EXHIBIT I  
RESERVED**

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**In Process**

**EXHIBIT J****CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S  
SEXUAL HARASSMENT PREVENTION POLICY**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy> ;
  - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training>

[administration/sexual-harassment-prevention/hr-professionals/employee-training](#) (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Putnam County \_\_\_\_\_ SPONSOR's Name

\_\_\_\_\_ Signature of SPONSOR's Authorized Official

Billy webster \_\_\_\_\_ Name of SPONSOR's Authorized Official

Chairman \_\_\_\_\_ Title of SPONSOR's Authorized Official

\_\_\_\_\_ Date

In Process

**Certificate Of Completion**

Envelope Id: C67C7AA774E14B0282AA774CDD3CD79E	Status: Sent
Subject: 48400-294-IGOIP2200110/PUTNAM COUNTY	
Source Envelope:	
Document Pages: 38	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	GDOT DocuSign Admin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	600 W Peachtree St, NW
	Atlanta, GA 30308
	gdot_contracts@dot.ga.gov
	IP Address: 143.100.53.12

**Record Tracking**

Status: Original	Holder: GDOT DocuSign Admin	Location: DocuSign
6/3/2021 1:49:43 PM	gdot_contracts@dot.ga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Georgia Department of Transportation	Location: DocuSign

**Signer Events**

	Signature	Timestamp
Billy Webster		Sent: 6/4/2021 8:27:20 AM
bwebster@putnamcountyga.us		Viewed: 6/4/2021 1:17:02 PM
Chairman		
Putnam County		
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 6/4/2021 1:17:02 PM		
ID: 7cd05edc-862b-44a7-b269-4a95f0b8f562		

Lynn Butterworth  
 lbutterworth@putnamcountyga.us  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Stephanie McMullen  
 smcmullen@putnamcountyga.us  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Russell R McMurry  
 catscommissioner@dot.ga.gov  
 Security Level: In Session  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Angela O. Whitworth  
 catstreasurerattest@dot.ga.gov  
 Security Level: In Session  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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In Process

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Dianne Pounds dpounds@putnamcountyga.us Security Level: Email, Account Authentication (None)	<b>VIEWED</b>  Using IP Address: 47.44.51.75	Sent: 6/3/2021 3:03:15 PM Viewed: 6/4/2021 8:27:19 AM
--	--	--

**Electronic Record and Signature Disclosure:**  
Accepted: 6/4/2021 8:27:19 AM  
ID: fd5276aa-bcc3-4f3e-80a8-6263604e69eb

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/3/2021 3:03:15 PM
---------------	------------------	---------------------

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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In Process

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **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](mailto: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](mailto: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](mailto: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](mailto: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:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* 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.

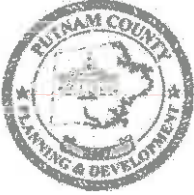


**Acknowledging your access and consent to receive materials electronically**

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.



# PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024  
Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

*PLAN 2021-01093*

## REQUEST FOR FINAL PLAT SUBDIVISION APPROVAL

THE UNDERSIGNED HEREBY REQUESTS AN INSPECTION OF SUBDIVISION FOR FINAL PLAT APPROVAL.

APPLICANT: Lowell White III

ADDRESS: 112 Harmony Crossing Suite 4  
Eatonton, GA 31024

PHONE: 706-923-0190

PROPERTY OWNER IS DIFFERENT FROM ABOVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

### PROPERTY:

SUBDIVISION NAME: Overlook at Pea Ridge

LOCATION: 475 Pea Ridge Rd Eatonton, GA 31024

MAP 089 PARCEL 024 NUMBER OF ACRES 97.10 PHASE \_\_\_\_\_

### SUPPORTING INFORMATION ATTACHED TO APPLICATION:

- \_\_\_\_\_ FOUR COPIES OF THE AS-BUILT SURVEY
- \_\_\_\_\_ BOND FOR PERFORMANCE/MAINTENANCE
- \_\_\_\_\_ DEDICATION DEEDS FOR EASEMENTS, STREETS, and RIGHT-OF-WAYS

**\*APPLICANT HEREBY AFFIRMS THAT APPLICANT IS THE PROPERTY OWNER OR HAS THE LEGAL AUTHORITY TO SIGN THIS FORM ON OWNER'S BEHALF AND APPLICANT AGREES TO INDEMNIFY AND HOLD PUTNAM COUNTY HARMLESS IN THE EVENT IT IS DETERMINED APPLICANT DOES NOT HAVE SUCH LEGAL AUTHORITY.**

\*SIGNATURE OF APPLICANT: *[Signature]* DATE: 5/20/21

<b>FOR OFFICE USE</b>			
DATE FILED: _____	FILING FEE: <u>\$100.00</u>		
CHECK NO. <u>001149</u>	CASH: _____	CREDIT CARD _____	RECEIPT# _____
BOC MEETING _____	DATE SIGNED: _____		

RECEIVED MAY 20 2021  
*[Signature]*



Putnam County Planning and Development  
Attention: Lisa Jackson  
117 Putnam County, Suite B  
Eatonton, GA 31024


April 7, 2021

Dear Lisa,

We would like to inform you that the Overlook at Pea Ridge will add one and half inch of topping to Overlook drive once the subdivision is 75% complete.

  
\_\_\_\_\_  
Lowell White III

4/7/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lowell White Jr.

4/7/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Notary

4/7/21  
\_\_\_\_\_  
Date





# PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

*PLAN 2021-01094*

## REQUEST FOR FINAL PLAT SUBDIVISION INSPECTION

THE UNDERSIGNED HEREBY REQUESTS AN INSPECTION OF THE SUBDIVISION FOR FINAL PLAT APPROVAL.

APPLICANT: Lowell White III  
ADDRESS: 112 Harmony Crossing Suite 4 Eatonton, GA 31024  
PHONE: 706-923-0190 CELL: 706-473-2351

PROPERTY:  
SUBDIVISION NAME: Overlook at Pea Ridge  
LOCATION: 475 Pea Ridge Rd  
MAP 089 PARCEL 024 NUMBER OF ACRES 97.10

### SUPPORTING INFORMATION ATTACHED TO APPLICATION:

- RED-LINED PRELIMINARY PLAT (2 COPIES)
- COPIES OF FINAL PLAT (4 COPIES)
- CONSTRUCTION PLANS FOR ROADS AND UTILITIES
- COMPACTION REPORTS

\*APPLICANT HEREBY AFFIRMS THAT APPLICANT IS THE PROPERTY OWNER OR HAS THE LEGAL AUTHORITY TO SIGN THIS FORM ON OWNER'S BEHALF AND APPLICANT AGREES TO INDEMNIFY AND HOLD PUTNAM COUNTY HARMLESS IN THE EVENT IT IS DETERMINED APPLICANT DOES NOT HAVE SUCH LEGAL AUTHORITY.

\*SIGNATURE OF APPLICANT: *[Signature]* DATE: 5/20/21

### FOR OFFICE USE

#### Checklist:

<u>Existing</u> Sub-grade Proof-roll	Date: <u>06/02/21</u>	Witnessed By: <u><i>[Signature]</i></u>
<u>Existing</u> Wearing Course Proof-roll	Date: <u>06/02/21</u>	Witnessed By: <u><i>[Signature]</i></u>
<u>✓</u> Compaction Test Report	Date: <u>6/2/21</u>	Approved By: <u><i>[Signature]</i></u>
<u>✓</u> Final Stabilization	Date: <u>6-2-21</u>	Approved By: <u><i>[Signature]</i></u>
<u>✓</u> All Street Signs Properly Installed	Date: <u>06/02/21</u>	Approved By: <u><i>[Signature]</i></u>
<u>✓</u> Streetlights Installed	Date: <u>6-2-21</u>	Approved By: <u><i>[Signature]</i></u>
<u>Approved</u> Emergency Management	Date: <u>6-2-21/21</u>	Approved By: <u><i>[Signature]</i></u>

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FILING FEE \$100.00: CHECK NO: 001150 CASH \_\_\_\_\_ CARD \_\_\_\_\_ Processed By: \_\_\_\_\_

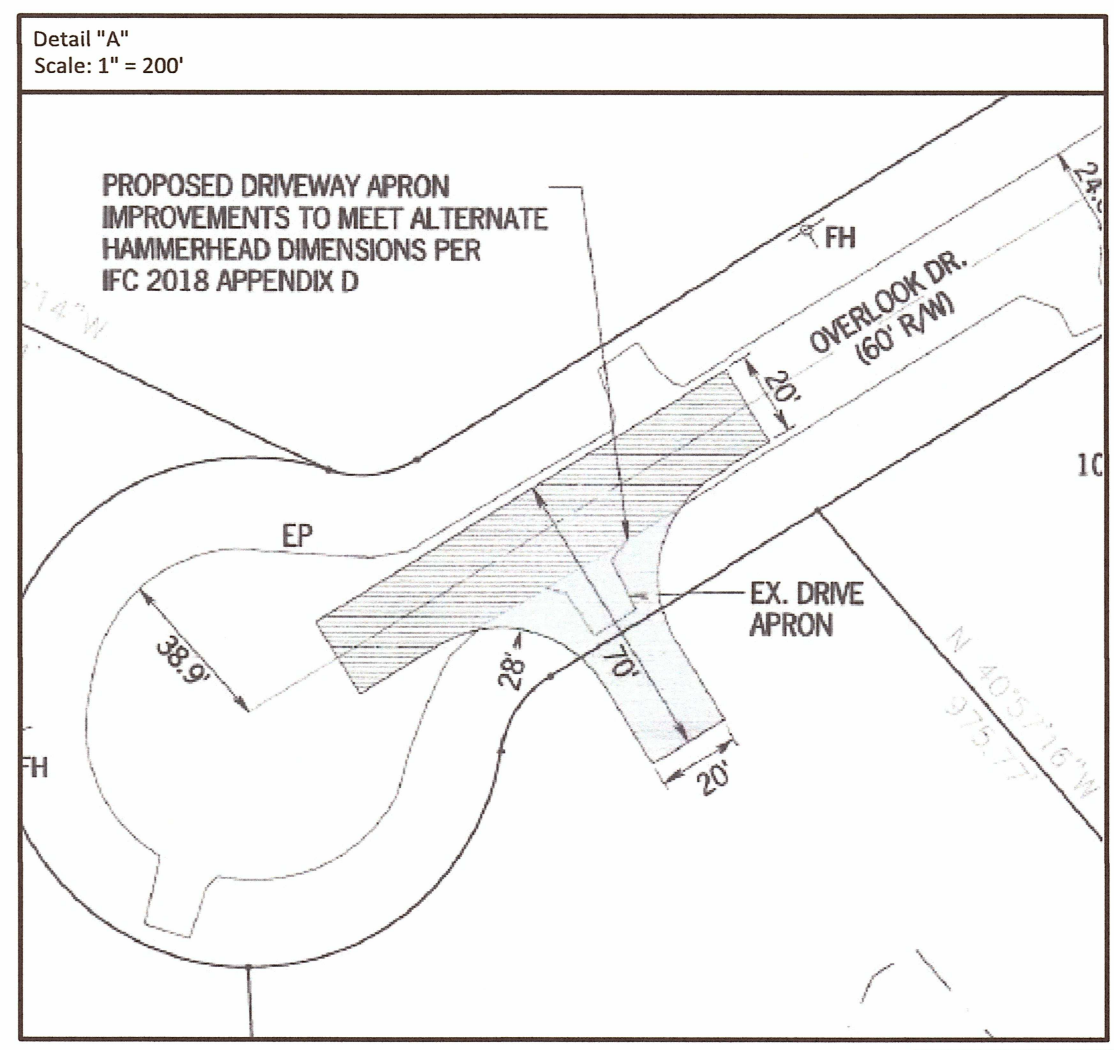
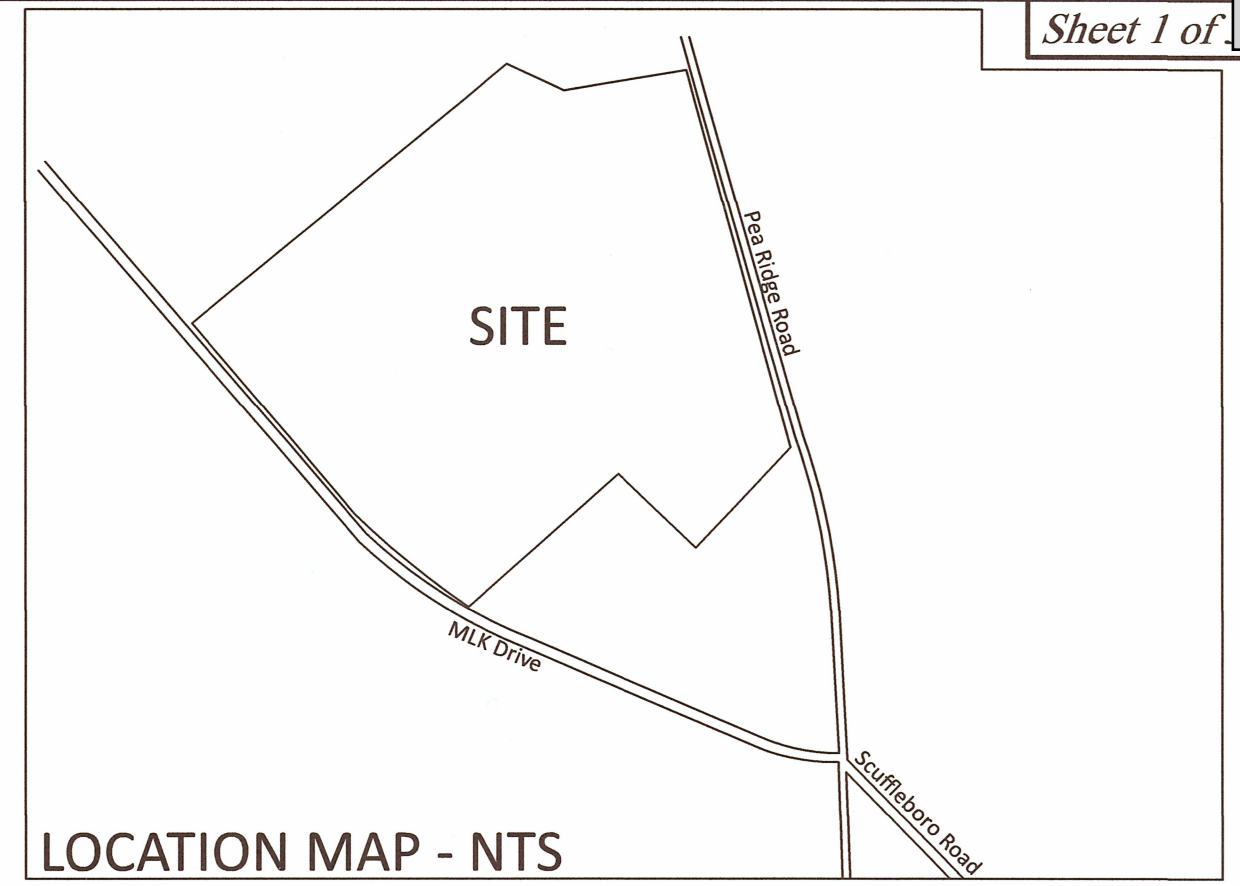
RECEIVED MAY 20 2021

*[Signature]*



# \*\* Final Plat \*\*

## "Overlook at Pea Ridge"



For Clerk of Courts Stamp

**SUBJECT PROPERTY INFORMATION:**

NAME OF DEVELOPMENT: OVERLOOK AT PEA RIDGE

OWNER / DEVELOPER:  
LA DEVELOPMENT, LLC  
112 Harmony Crossing, Suite 4  
Eatonton, GA 31024  
706-923-5483

PRELIMINARY PLAT PREPARED BY:  
Cowherd & Associates Land Surveyors  
2880 Maxeys Rd.  
Union Point, GA 30669  
706-817-2201

PROPERTY LOCATION: Parcel 089-024

PROPERTY SUMMARY:  
Zoning - AG-2 96.42 Acres  
Total Lots (14) = 93.41 Acres  
Interior Right of Way = 3.01 Acres

**MINIMUM DEVELOPMENT STANDARDS:**  
20' Non Access Buffer along Pea Ridge Road and MLK Drive  
50' Building setback along Pea Ridge Road and MLK Drive  
100' Front Setback, 100' Rear Setback, 50' Side Setback  
60' Right-of-Way Overlook Road (Private)  
Required Hammerhead adjacent to the Cul-De-Sac having a 28.0' Radius as shown in Detail "A"  
5.0 acre minimum lot size

**UTILITY PROVIDERS:**  
Power: Tri County EMC  
Water: Eatonton/Putnam Water Authority  
Sewer: Individual Septic Tanks

**BOUNDARY INFORMATION TAKEN FROM SURVEY BY:**  
Cowherd & Associates Land Surveyors  
Dated 03/10/2019

**PROPOSED / EXISTING ROADS:**  
Existing interior road (Overlook Drive) is 24' wide within 60' Right of Way and will be private.

**EXISTING UTILITY NOTE:**  
Existing water line, services and hydrants.

- Condition(s) of approval:**
- Final pavement overlay shall be applied when Houses are completed on 75 percent of the lots in the subdivision, or Twenty-four months after final inspection, whichever comes first.

*As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.*

*W. Kayle Cowherd*  
W. Kayle Cowherd, Ga RLS 3023 Date: 12/29/2020

Index To Sheets	
1.	Cover Sheet & Notes & Certifications
2.	Lot Layout, Utilities, Calls
3.	Entrance Plan

Putnam County Fire Chief

*Thomas McCain*      6/2/21  
Thomas McCain (Fire Chief)      DATE

**Board of Commissioners:**

The Putnam County Board of Commissioners hereby accepts this final plat.

Dated This \_\_\_\_ Day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chairman, Board of Commissioners  
AND  
\_\_\_\_\_  
County Clerk

Board of Commissioners' acknowledgment of surety bonds of performance and maintenance for dedication and deed of rights-of-way.

The Putnam County Board of Commissioners does hereby acknowledges receipt of surety bond for performance and maintenance of the right-of-way with improvements and to acknowledge receipt by dedication and deed the right-of-way subject to final inspection.

Dated This \_\_\_\_ Day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chairman, Board of Commissioners  
AND  
\_\_\_\_\_  
County Clerk

**OWNERS CERTIFICATION**

THE OWNER OF THIS LAND, AS SHOWN ON THIS PLAT, OR HIS AGENT, CERTIFIES THAT HE IS THE OWNER OF THE PROPERTY CONTAINED WITHIN THIS PLAT AND THAT THE PLAT WAS MADE FROM AN ACTUAL SURVEY, AND ACCURATELY PORTRAYS THE EXISTING LAND AND ITS FEATURES AND THE PROPOSED DEVELOPMENTS AND IMPROVEMENTS THERETO.

*Richard Witt*      6/2/21  
OWNER/AGENT      DATE

**SANITARIAN CERTIFICATION**

I HEREBY CERTIFY THAT ALL PROPOSED LOTS OF THIS SUBDIVISION MEET THE REQUIREMENTS OF THE PUTNAM COUNTY HEALTH DEPARTMENT FOR SEPTIC TANKS.

\_\_\_\_\_  
SANITARIAN      DATE

**CERTIFICATION OF FINAL PLAT APPROVAL**

I HEREBY CERTIFY THAT THIS FINAL PLAT WAS FOUND TO COMPLY WITH THE REQUIREMENTS OF ALL PUTNAM COUNTY ORDINANCES AND REGULATIONS AND CONDITIONS OF ZONING APPROVAL APPLICABLE AT THE TIME OF THIS APPROVAL BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DEPARTMENT.

*Chubbe Jackson*      6/2/21  
*Lisa Jackson*      6/2/21  
DIRECTOR OF THE PLANNING AND DEVELOPMENT      DATE

**PUBLIC WORKS**

I HEREBY CERTIFY THAT THE CONSTRUCTION PLANS FOR ALL PROPOSED / EXISTING ROADS MEET THE REQUIREMENTS OF THE PUTNAM COUNTY DEVELOPMENT REGULATIONS

*Paul Johnson*      06/2/21  
PUBLIC WORKS DIRECTOR      DATE

**WATER CERTIFICATION**

Eatonton/Putnam Water Authority will provide water to the Lots in this subdivision.

\_\_\_\_\_  
EATONTON/PUTNAM WATER AUTHORITY DIRECTOR      DATE

Survey For: LA Development, LLC.

**Cowherd & Associates**  
**Land Surveyors**

Site Planning - Boundary surveys - Tree Surveys  
Plot Plans - Topographical Surveys - Subdivisions  
2880 Maxeys Road - Union Point, Ga 30669 - (706)-817-2201

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Georgia Certificate of Authorization No. LSF000739  
dba Cowherd & Associates Land Surveyors  
ALL RIGHTS RESERVED

G.M.D.	374	Putnam County, Georgia
2 <sup>nd</sup> District		
Land Lot 287, 297		Address: Overlook Drive
Job No. 2019-26		Eatonton, GA 31024
Tax Map Parcel Number	089 024 & 090 008	
Field work date:	02/13/2019	
Final plat date:	12/29/2020	
Plat Revision Date:	04/13/2021	
Graphic Scale	Scale: 1" = 300'	

The public records referenced on this plat are the only ones used and/or necessary to the establishment of the boundary of this property. They are not and do not constitute a title search. This plat is subject to all legal easements, right-of-ways, and covenants public and private. This plat or survey is intended for the sole use of the names listed hereon any other use is strictly prohibited. In my professional opinion this plat is a true and correct representation of the land platted. The field data upon which this map or plat is based has a closure precision of 3 CM per 50 parts per million. This Map or Plat has been calculated for closure and is found to be accurate to within one foot in 2,751,947 feet. All underground utilities are not shown hereon. This surveyor does not certify or guarantee the size, shape, pressure, material, and direction of any underground utility.

- |   |  |
|---|--|
| <p>O/S = Offset<br/>P/L = Property Line<br/>C/L = Centerline<br/>C&amp;G = Curb &amp; Gutter<br/>UGP = Underground Power<br/>CLF = Chain Link Fence</p> | <p>R/W = Right of Way<br/>P.O.B. = Point of Beginning<br/>P.O.C. = Point of Commencement<br/>TMP = Tax Map Parcel Number<br/>BSI = Minimum Building Setback Line<br/>GI = Grate Inlet CB = Catch Basin</p> |
|---|--|

**Flood Hazard Note:**  
No portion of this property lies within a Flood Hazard Zone "A" as shown on F.I.R.M. Map #13237C0175C with an Effective Date of September 26, 2008.

**Equipment Used:**  
 Carlson Robotic Total Sta.  
 Topcon 211D  
 Carlson GPS w/RTK

IPCF = Iron Pin & Cap Found  
IPCS = Iron Pin & Cap Set  
PKNF = Mag. Nail Found  
PKNS = Mag. Nail Set  
OTPF = Open Top Pipe Found  
CMF = Conc. Monument Found

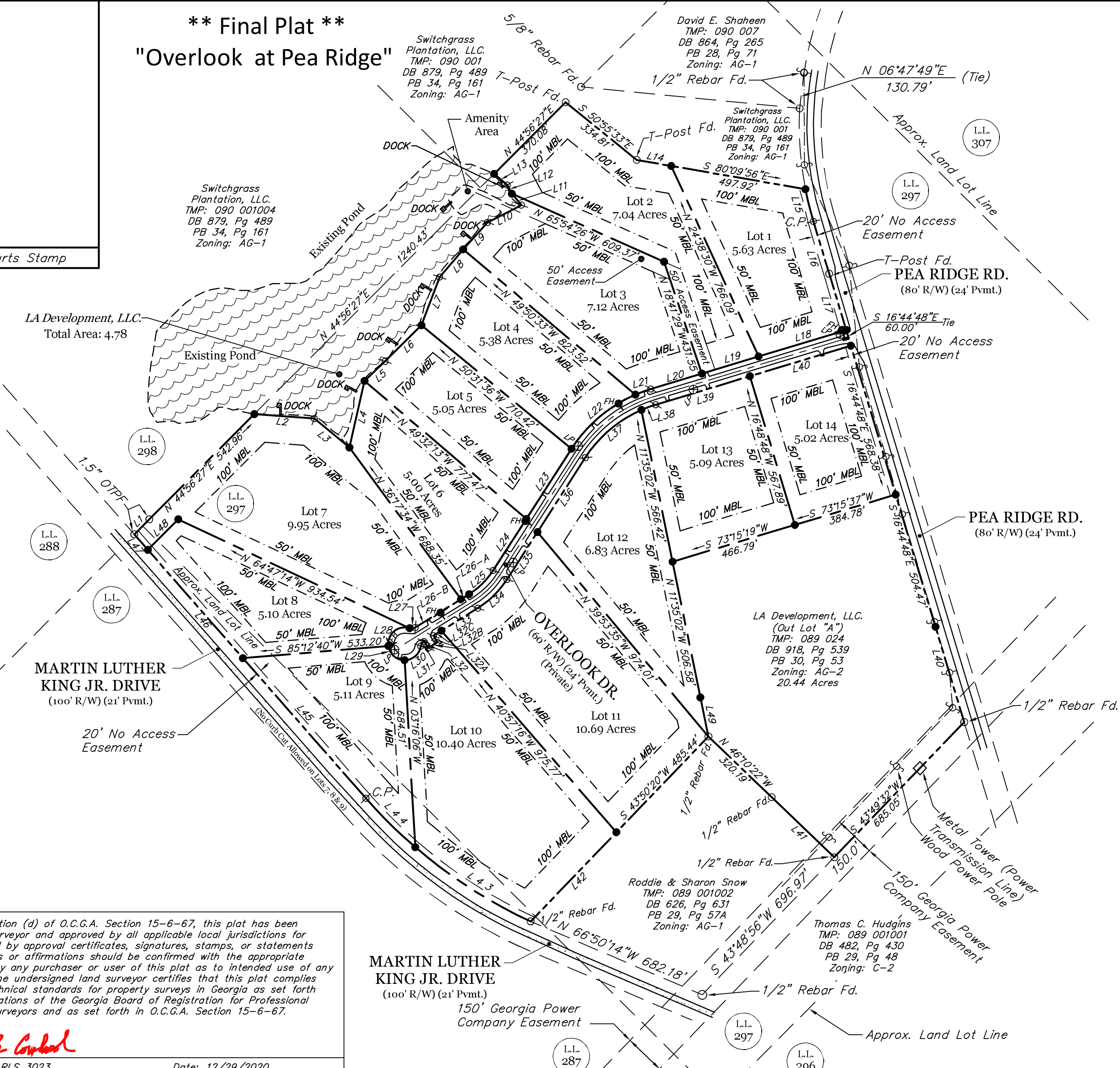
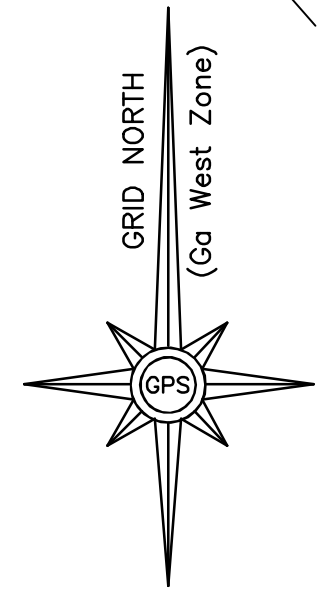
- Legend**
- = Iron Pin & Cap Set
  - = Iron Pin Found (Desc.)
  - ∅ = Computed Point (No Pin)
  - ⊕ = Power Pole
  - ⊗ = Light Pole
  - ⚡ = Fire Hydrant





**\*\* Final Plat \*\***  
**"Overlook at Pea Ridge"**

For Clerk of Courts Stamp



Course	Bearing	Distance
L1	N 44°50'20" E	78.04'
L2	S 85°42'40" E	219.83'
L3	S 50°35'04" E	166.22'
L4	N 12°45'07" E	249.38'
L5	N 46°20'44" E	103.72'
L6	N 45°16'33" E	187.41'
L7	N 20°42'51" E	188.37'
L8	N 40°18'53" E	132.86'
L9	N 42°04'03" E	132.04'
L10	N 62°53'48" E	139.73'
L11	N 40°02'45" W	54.56'
L12	N 27°54'36" W	36.12'
L13	N 49°56'18" W	62.83'
L14	S 80°09'56" E	127.98'
L15	Rad: 1224.89' Tan: 60.52' CA: 5'39'27"	A: 120.95' 120.90'
L16	Chd: S 13°52'29" E	200.25'
L17	S 16°47'18" E	214.64'
L18	S 16°44'48" E	216.64'
L19	S 73°11'12" W	334.15'
L20	S 73°11'12" W	216.53'
L21	Rad: 525.67' Tan: 30.05' CA: 6'32'36"	A: 60.03' 60.00'
L22	Chd: S 69°54'54" W	310.75' 306.25'
L23	Rad: 525.67' Tan: 160.07' CA: 33°52'15"	A: 310.75' 306.25'
L24	Chd: S 49°42'29" W	304.93'
L25	S 32°46'22" W	224.34'
L26-A	Rad: 279.93' Tan: 63.20' CA: 25°26'46"	A: 124.32' 123.30'
L26-B	Chd: S 45°29'45" W	35.00'
L27	S 58°13'08" W	195.97'
L28	Rad: 25.00' Tan: 11.57' CA: 49°40'47"	A: 21.68' 21.00'
L29	Chd: S 83°03'31" W	A: 120.96' CA: 115°30'17"
L30	Rad: 60.00' Tan: 95.10' CA: 115°30'17"	A: 86.27' 79.03'
L31	Chd: S 48°47'49" E	CA: 82°22'53"
L32	Rad: 60.00' Tan: 52.51' CA: 82°22'53"	A: 86.27' 79.03'
L33	Chd: S 48°47'49" E	CA: 82°22'53"
L34	Rad: 25.00' Tan: 11.57' CA: 49°40'47"	A: 21.68' 21.00'
L35	Chd: N 33°22'44" E	A: 85.32' CA: 81°28'24"
L36	Rad: 25.00' Tan: 11.57' CA: 49°40'47"	A: 21.68' 21.00'
L37	Chd: N 33°22'44" E	A: 21.68' CA: 49°40'47"
L38	Rad: 25.00' Tan: 11.57' CA: 49°40'47"	A: 21.68' 21.00'
L39	Chd: N 33°22'44" E	A: 21.68' CA: 49°40'47"
L40	Rad: 25.00' Tan: 11.57' CA: 49°40'47"	A: 21.68' 21.00'
L41	Chd: N 33°22'44" E	A: 21.68' CA: 49°40'47"
L42	Rad: 25.00' Tan: 11.57' CA: 49°40'47"	A: 21.68' 21.00'
L43	Chd: N 33°22'44" E	A: 21.68' CA: 49°40'47"
L44	Rad: 25.00' Tan: 11.57' CA: 49°40'47"	A: 21.68' 21.00'
L45	Chd: N 33°22'44" E	A: 21.68' CA: 49°40'47"
L46	Rad: 25.00' Tan: 11.57' CA: 49°40'47"	A: 21.68' 21.00'
L47	Chd: N 33°22'44" E	A: 21.68' CA: 49°40'47"
L48	Rad: 25.00' Tan: 11.57' CA: 49°40'47"	A: 21.68' 21.00'
L49	Chd: N 33°22'44" E	A: 21.68' CA: 49°40'47"

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

*W. Kayle Cowherd*  
W. Kayle Cowherd, Ga RLS 3023 Date: 12/29/2020

Survey For: LA Development, LLC.

**Cowherd & Associates**  
**Land Surveyors**

Site Planning - Boundary surveys - Tree Surveys  
Plot Plans - Topographical Surveys - Subdivisions  
2880 Maxeys Road - Union Point, Ga 30669 - (706)-817-2201

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Georgia Certificate of Authorization No. LSF000739  
dba Cowherd & Associates Land Surveyors  
ALL RIGHTS RESERVED

G.M.D.	374	Putnam County, Georgia
2 <sup>nd</sup> District		Address: Overlook Drive Eatonton, GA 31024
Land Lot	287, 297	
Job No.	2019-26	
Tax Map Parcel Number	089 024 & 090 008	
Field work date:	02/13/2019	
Final plat date:	12/29/2020	
Plat Revision Date:	04/13/2021	
Graphic Scale	Scale: 1" = 300'	
	0' 150' 300' 600' 900'	

The public records referenced on this plat are the only ones used and/or necessary to the establishment of the boundary of this property. They are not and do not constitute a title search. This plat is subject to all legal easements, right-of-ways, and covenants public and private. This plat or survey is intended for the sole use of the names listed hereon any other use is strictly prohibited. In my professional opinion this plat is a true and correct representation of the land platted. The field data upon which this map or plat is based has a closure precision of 3 CM per 50 parts per million. This Map or Plat has been calculated for closure and is found to be accurate to within one foot in 2,751,947 feet. All underground utilities are not shown hereon. This surveyor does not certify or guarantee the size, shape, pressure, material, and direction of any underground utility.

O/S = Offset  
P/L = Property Line  
C/L = Centerline  
C&G = Curb & Gutter  
UGP = Underground Power  
CLF = Chain Link Fence

R/W = Right of Way  
P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement  
TMP = Tax Map Parcel Number  
BSL = Minimum Building Setback Line  
GI = Grate Inlet CB = Catch Basin

**Flood Hazard Note:**  
No portion of this property lies within a Flood Hazard Zone "A" as shown on F.I.R.M. Map #13237C0175C with an Effective Date of September 26, 2008.

**Equipment Used:**  
 Carlson Robotic Total Sta.  
 Topcon 211D  
 Carlson GPS w/RTK

IPCF = Iron Pin & Cap Found  
IPCS = Iron Pin & Cap Set  
PKNF = Mag. Nail Found  
PKNS = Mag. Nail Set  
OTPF = Open Top Pipe Found  
CMF = Conc. Monument Found

**Legend**

- = Iron Pin & Cap Set
- = Iron Pin Found (Desc.)
- ⊙ = Computed Point (No Pin)
- ⊕ = Power Pole
- ⊗ = Light Pole
- ⬮ = Fire Hydrant



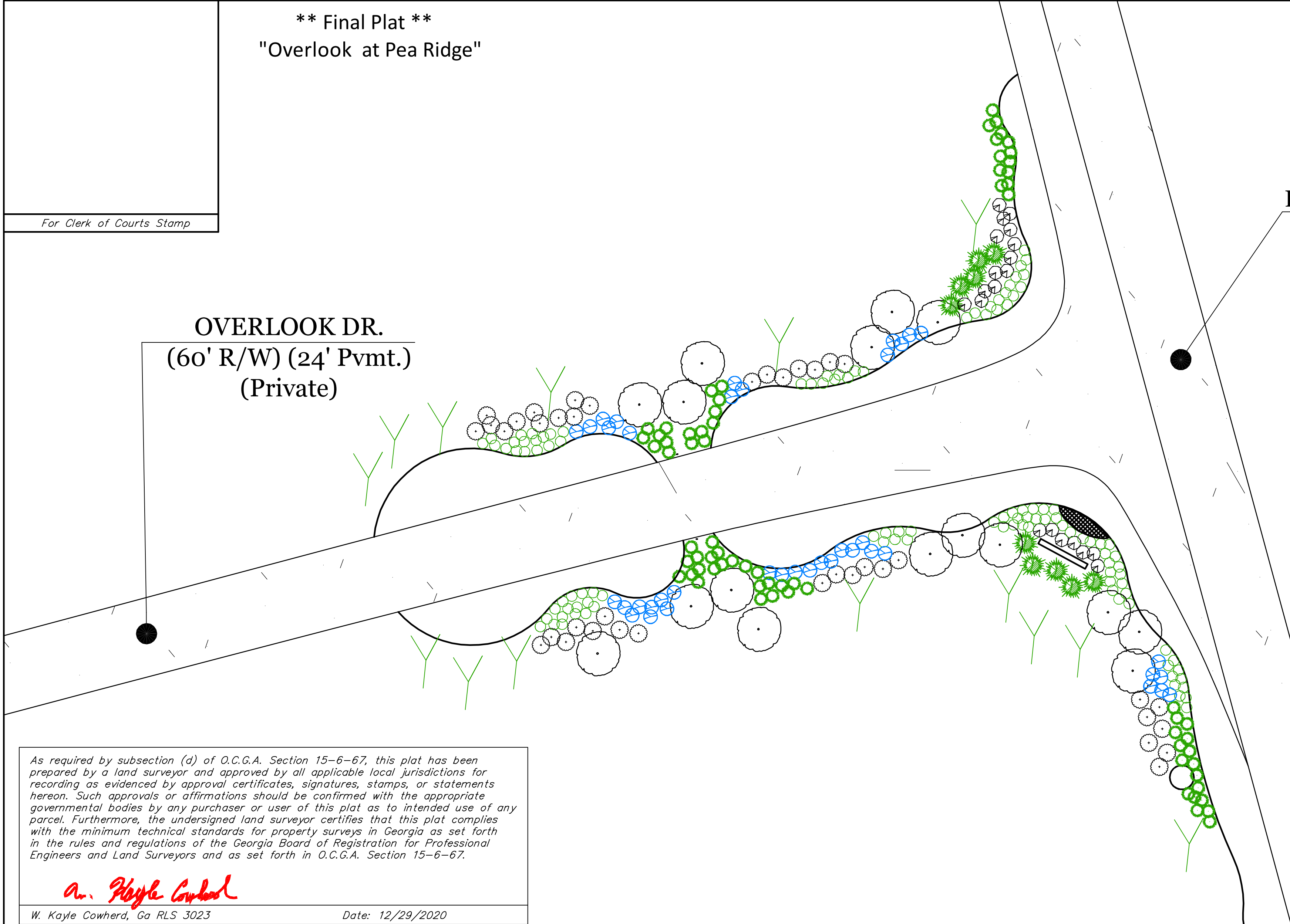


**\*\* Final Plat \*\***  
**"Overlook at Pea Ridge"**

For Clerk of Courts Stamp

**OVERLOOK DR.**  
**(60' R/W) (24' Pvmnt.)**  
**(Private)**

**PEA RIDGE RD.**  
**(80' R/W) (24' Pvmnt.)**



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*W. Kayle Cowherd*

W. Kayle Cowherd, Ga RLS 3023

Date: 12/29/2020

Survey For: LA Development, LLC.

**C & A Cowherd & Associates**  
**Land Surveyors**

Site Planning - Boundary surveys - Tree Surveys  
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 Georgia Certificate of Authorization No. LSF000739  
 dba Cowherd & Associates Land Surveyors  
 ALL RIGHTS RESERVED

G.M.D.	374	Putnam County, Georgia
2 <sup>nd</sup> District	Address: Overlook Road, Eatonton, GA 31024	
Land Lot 287, 297	Tax Map Parcel Number 089 024 & 090 008	
Job No. 2019-26	Field work date: 02/13/2019	
	Final plat date: 12/29/2020	
	Plat Revision Date: 04/13/2021	
Graphic Scale Scale: 1" = 20'		
0' 10' 20' 40' 60'		

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- C&G = Curb & Gutter
- UGP = Underground Power
- CLF = Chain Link Fence
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- GI = Grate Inlet CB = Catch Basin

**Flood Hazard Note:**  
 No portion of this property lies within a Flood Hazard Zone "A" as shown on F.I.R.M. Map #13237C0175C with an Effective Date of September 26, 2008.

**Equipment Used:**  
 Carlson Robotic Total Sta.  
 Topcon 211D  
 Carlson GPS w/RTK

- IPCF = Iron Pin & Cap Found
- IPCS = Iron Pin & Cap Set
- PKNF = Mag. Nail Found
- PKNS = Mag. Nail Set
- OTPF = Open Top Pipe Found
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**Legend**

- = Iron Pin & Cap Set
- = Iron Pin Found (Desc.)
- ⊕ = Computed Point (No Pin)
- ⊙ = Power Pole
- ⊗ = Light Pole
- ⬤ = Fire Hydrant



**File Attachments for Item:**

7. Request by Howard McMichael, Jr. to remove the trees in the right of way along Scott Road (staff-CM)



-----Original Message-----

From: Howard McMichael

Sent: Monday, June 7, 2021 3:47 PM

To: Paul Van Haute <[pvanhaute@putnamcountyga.us](mailto:pvanhaute@putnamcountyga.us)>

Subject: Scott road

Paul, I've talked with the road department and expressed our desire to clear the existing and proposed right of way along Scott road in front of our property. I'm writing you to ask or request permission to do that. If you have any questions or need anything additional please let me know.

Respectfully,

Howard McMichael, Jr.

**File Attachments for Item:**

8. Appointment of Chairperson of the Putnam County Board of Elections and Registration (staff-CC)

<b>NAME</b>	<b>ADDRESS</b>	<b>DISTRICT</b>	<b>BACKGROUND</b>	<b>APPLICATION DATE</b>
Charles Patten	293 E River Bend Drive	3	Retired; College AS EE; current chair of BER	5/28/2021

# PUTNAM COUNTY BOARD OF COMMISSIONERS



---

117 Putnam Drive, Suite A ♦ Eatonton, GA 31024  
706-485-5826  
[www.putnamcountyga.us](http://www.putnamcountyga.us)

## NOTICE

The Putnam County Board of Commissioners is seeking individuals interested in serving as the **chairperson** of the **Putnam County Board of Elections and Registration**. To be eligible for appointment the applicant should be a registered voter in Putnam County, have never been convicted of a felony, and possess excellent communication, leadership and management skills.

Interested persons should submit an **application** to the Putnam County Board of Commissioners, 117 Putnam Drive, Suite A, Eatonton, Georgia 31024. Applications will be accepted until the position is filled. The board application form can be found on the county website at [www.putnamcountyga.us](http://www.putnamcountyga.us) (in the "How Do I..." or "Forms & Documents" sections) or by calling 706-485-5826.

05/27/2021 & 06/03/2021

# PUTNAM COUNTY BOARD OF COMMISSIONERS



MAY 28 21 3:02PM

117 Putnam Drive; Suite A ♦ Eatonton, GA 31024  
706-485-5826 ♦ 706-923-2345 fax  
www.putnamcountyga.us

## APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: Charles Patten Home Phone: \_\_\_\_\_  
Address: 293 E River Bend Drive Work Phone: \_\_\_\_\_  
Eatonton, GA Cell Phone: [REDACTED]  
Occupation: Retired E-mail: [REDACTED]

I would like to apply for appointment to the following Board, Committee, or Authority:  
Chairman - Board of Elections and Registration

Which district do you live in?  1  2  3  4

Briefly explain your educational background College AS EE

Are you an owner or officer in any business or corporation?  Yes  No

If yes, please list the name and activity of the business or corporation: \_\_\_\_\_

Please explain any previous experience with State or Local Government: Chairman Putnam County Board of Elections and Registration (3 years), Member Board of Elections and Registration (2 years).

Briefly explain why you seek this appointment: To continue to improve the Putnam County Board of Elections and Registration to provide the citizens of the county with an efficient, effective, fair, and honest election process.

If appointed, I agree to serve.  
CB Patten  
Signature

5-28-2021  
Application Date

\*This application should be submitted to the Putnam County Board of Commissioners. Any additional information may be included on a separate page.

**BOARD OF ELECTIONS AND REGISTRATION**

<u>MEMBER</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>
Charles B. Patten* 293 E. River Bend Drive Eatonton, GA 31024	03/02/18	06/30/21
Annie Parker (Democratic Party) 217 Milledgeville Road SW Eatonton, GA 31024	07/01/17	06/30/21
Emory Walden (Democratic Party) 101 Cedar Cove Drive Buckhead, GA 30625	07/01/19	06/30/23
Dick Forrester (Republican Party) 155 Thunder Road Eatonton, GA 31024	07/01/21	06/30/25
Lorraine Webb (Republican Party) 117 S. Sugar Creek Road Eatonton, GA 31024	05/15/19	06/30/23

***The board shall be composed of 5 members; 2 members appointed by the political party which received the highest number of votes; 2 members appointed by the political party which received the second highest number of votes; and 1 member (Chairperson) appointed by the Board of Commissioners.***

\*Filling the unexpired term of Billy Webster (resigned)

4 year terms (staggered)  
Need to be sworn in by Probate Judge  
Clerk of Court submits certification  
Need to provide information to HR

Last Updated 6/8/2021

**File Attachments for Item:**

9. Authorization for Chairman to sign FY2022 Georgia Indigent Defense Services Agreement (staff-Finance)



# OCMULGEE CIRCUIT PUBLIC DEFENDER'S OFFICE

*In all criminal prosecutions, the accused shall  
enjoy the right ... to the assistance of counsel for his defense.  
U.S. Constitution, Amendment VI*

**Milledgeville Office:**

John Bradley, CPD,  
Alice A. Button, APD  
Sheri Smith, APD  
Mary Beth Marsh, APD  
Jessica Cahoon, APD  
Taylor Phillips, APD  
(Juvenile Court)  
Sherri Marshburn,  
Administrative Assistant  
Nancy L. Miller,  
Administrative Assistant

**P.O. Box 1429  
Milledgeville, GA 31059  
Ph. (478)445-8100  
Fax (478)445-8111**

**Gray Office:**

Kevin D. Ströberg, Chief APD  
Thomas O'Donnell, APD  
Leonard D. Myers, Jr.  
Kevin Morris, Investigator  
Jan McKenzie,  
Administrative Assistant

P.O. Box 747  
Gray, GA 31032  
Ph. (478)986-6185  
Fax (478)986-6359

**Greensboro Office:**

Darel Mitchell, APD  
Charles Taylor, APD  
Diana Moreno,  
Administrative Assistant

113 N Main Street  
Greensboro, GA 30642  
Ph. (706)454-7012  
Fax (706)454-1204

May 26, 2021

Ms. Linda Cook  
Finance Director  
Putnam County Board of Commissioners  
117 Putnam Drive  
Eatonton, GA 31024

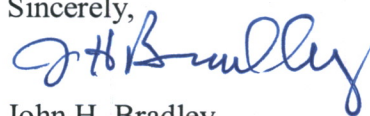
Re: Public Defender Budget FY 2022

Greetings Ms. Cook,

Attached is the budget for the Public Defender's Office for FY 2022. We are requesting funds to convert a current part-time administrative assistant position to a full-time administrative assistant position. This will increase the number of administrative assistant positions that the eight counties in our circuit fund to a total of two full-time positions. For Putnam County this will result in an increase of \$4,422.65 from last year's budget to a total of \$93,406.24, with monthly payments of \$7,783.85.

This includes \$79,006.24 for representation of indigent defendants in Putnam County Superior Court and Putnam County Juvenile Court and \$14,400 for representation of indigent defendants in Putnam County State Court. Additionally, our office provides representation of defendants in the Ocmulgee Circuit Adult Treatment Court (ATCC) including both the Drug and Mental Health Courts.

Also enclosed is the contract for indigent defense services for FY 2022. Once the contract has been signed please return it to me at P.O. Box 747, Gray, Georgia 31032 and I will forward it to Atlanta. Please contact me at (478) 445-8100 if you have any questions. Thank you for your support and assistance.

Sincerely,  


John H. Bradley  
Circuit Public Defender

RECEIVED BY: PUTNAM COUNTY  
FINANCE DEPARTMENT  
2021 MAY 27 PM 4: 27



COUNTY FUNDED - Public Defender and Assistants							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary	30.454% of Salary	\$31 per Position	
<b>TOTAL:</b>	5	\$ 306,463.20	\$ 23,444.43	\$ 75,573.83	\$ 93,330.30	\$ 155.00	\$ 498,966.76

COUNTY FUNDED - Public Defender Administrative							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary	30.454% of Salary	\$31 per Position	
<b>TOTAL:</b>	2	\$ 65,591.35	\$ 5,017.74	\$ 16,174.83	\$ 19,975.19	\$ 62.00	\$ 106,821.10

COUNTY FUNDED - Office Expenditures			
		Per Month	Annual
Postage	*	\$ 182.41	\$ 2,188.97
Printing, Publications, & Media	*	\$ 152.01	\$ 1,824.14
Supplies & Materials	*	\$ 644.77	\$ 7,737.24
Repairs & Maintenance	*	\$ 273.62	\$ 3,283.45
Rents Other than Real Estate	*	\$ 622.49	\$ 7,469.94
Other Operating	*	\$ 486.44	\$ 5,837.24
Real Estate Rentals	*	\$ 2,400.00	\$ 28,800.00
Professional Services	*	\$ 277.01	\$ 3,324.14
Telecommunications (GTA)	*	\$ 194.57	\$ 2,334.90
Telecommunications (AT&T, etc)	*	\$ 652.90	\$ 7,834.77
<b>TOTAL:</b>		\$ 5,886.23	\$ 70,634.78

TOTAL EXPENDITURES			
		Personnel	Operating
Public Defender and Assistants	*	\$ 498,966.76	
Public Defender Administrative	*	\$ 106,821.10	
LESS: FY 19 Rollover		\$ (26,066.15)	
5% Administrative Fee	*	\$ 30,289.39	
Office Expenditures	*		\$ 70,634.78
4% Administrative Fee	*		\$ 2,825.39
LESS: FY 19 Rollover			\$ (3,536.00)
<b>TOTAL:</b>		\$ 610,011.11	\$ 69,924.17

	Without Offset	With Offset
Total Personnel (without \$75,450.00 offset)	\$ 534,561.11	\$ 610,011.11
Total Operating Contract	\$ 69,924.17	\$ 69,924.17
	\$ 604,485.28	\$ 679,935.28

BREAKDOWN BY COUNTY			
		Monthly	Annual
City of Gray	*	\$ 275.00	\$ 3,300.00
City of Eatonton	*	\$ 250.00	\$ 3,000.00
City of Gordon	*	\$ 83.33	\$ 1,000.00
City of Union Point	*	\$ 83.33	\$ 1,000.00
Baldwin	28.16%	\$ 17,460.25	\$ 209,523.06
Greene	9.85%	\$ 5,361.82	\$ 64,341.80
Hancock	5.81%	\$ 2,926.72	\$ 35,120.59
Jasper	8.56%	\$ 4,312.00	\$ 51,743.94
Jones	17.66%	\$ 9,616.84	\$ 115,402.10
Morgan	11.00%	\$ 5,541.12	\$ 66,493.38
Putnam	13.07%	\$ 7,783.85	\$ 93,406.24
Wilkinson	5.89%	\$ 2,967.02	\$ 35,604.18
<b>CIRCUIT WIDE TOTAL:</b>	100%	\$ 56,661.27	\$ 679,935.29

OFFSET FUNDS	
County/City	Amount
City of Gray	\$ 3,300.00
City of Eatonton	\$ 3,000.00
City of Gordon	\$ 1,000.00
City of Union Point	\$ 1,000.00
Baldwin	\$ 39,300.00
Greene	\$ 4,800.00
Jones	\$ 8,650.00
Putnam	\$ 14,400.00
<b>Total</b>	<b>\$ 75,450.00</b>

\*Includes salary, benefits and 5% admin fee

BREAKDOWN BY COUNTY (Personnel)			
		Monthly	Annual
City of Gray	*	\$ 275.00	\$ 3,300.00
City of Eatonton	*	\$ 250.00	\$ 3,000.00
City of Gordon	*	\$ 83.33	\$ 1,000.00
City of Union Point	*	\$ 83.33	\$ 1,000.00
Baldwin	28.16%	\$ 15,819.37	\$ 189,832.41
Greene	9.85%	\$ 4,787.86	\$ 57,454.27
Hancock	5.81%	\$ 2,588.17	\$ 31,058.00
Jasper	8.56%	\$ 3,813.20	\$ 45,758.43
Jones	17.66%	\$ 8,587.79	\$ 103,053.49
Morgan	11.00%	\$ 4,900.14	\$ 58,801.72
Putnam	13.07%	\$ 7,022.26	\$ 84,267.14
Wilkinson	5.89%	\$ 2,623.80	\$ 31,485.65
<b>CIRCUIT WIDE TOTAL:</b>	100%	\$ 50,834.26	\$ 610,011.11

ROLLOVER: FY 21 ⇌ FY 22		
County	Amount	%
City of Gray	\$ -	0.00%
City of Eatonton	\$ -	0.00%
City of Gordon	\$ -	0.00%
City of Union Point	\$ -	0.00%
Baldwin	\$ 8,172.69	31.35%
Greene	\$ 2,493.45	9.57%
Hancock	\$ 1,355.16	5.20%
Jasper	\$ 1,996.59	7.66%
Jones	\$ 4,472.28	17.16%
Morgan	\$ 2,565.72	9.84%
Putnam	\$ 3,636.43	13.95%
Wilkinson	\$ 1,373.82	5.27%
<b>Total</b>	<b>\$ 26,066.15</b>	<b>100.00%</b>

BREAKDOWN BY COUNTY (Operating)			
		Monthly	Annual
Baldwin	28.16%	\$ 1,640.89	\$ 19,690.65
Greene	9.85%	\$ 573.96	\$ 6,887.53
Hancock	5.81%	\$ 338.55	\$ 4,062.59
Jasper	8.56%	\$ 498.79	\$ 5,985.51
Jones	17.66%	\$ 1,029.05	\$ 12,348.61
Morgan	11.00%	\$ 640.97	\$ 7,691.66
Putnam	13.07%	\$ 761.59	\$ 9,139.09
Wilkinson	5.89%	\$ 343.21	\$ 4,118.53
<b>CIRCUIT WIDE TOTAL:</b>	100%	\$ 5,827.01	\$ 69,924.18

ROLLOVER: FY 21 ⇌ FY 22		
County	Amount	%
Baldwin	\$ 1,108.66	31.35%
Greene	\$ 338.25	9.57%
Hancock	\$ 183.83	5.20%
Jasper	\$ 270.85	7.66%
Jones	\$ 606.69	17.16%
Morgan	\$ 348.05	9.84%
Putnam	\$ 493.30	13.95%
Wilkinson	\$ 186.37	5.27%
<b>Total</b>	<b>\$ 3,536.00</b>	<b>100.00%</b>



## GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, among the Georgia Public Defender Council (herein referred to as “**GPDC**”), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “**the Public Defender Office**”), and the governing authority of Putnam County, body politic and a subdivision of the State of Georgia (herein referred to as “**the County**”) and is effective July 1, 2021.

### WITNESSETH:

**WHEREAS**, the Public Defender Office, the County, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

**WHEREAS**, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

**WHEREAS** O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

**WHEREAS** O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

**WHEREAS** O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

**WHEREAS** O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

**WHEREAS**, the County is a body politic, existing and operating under the laws and Constitution of State of Georgia with full power to enter into contracts and agreements with other political entities; and

**WHEREAS**, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

**WHEREAS**, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

**WHEREAS**, GPDC is the fiscal officer for the Public Defender Office; and

**WHEREAS**, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

**ARTICLE 1**

**STATUTORY PERSONNEL**

**Section 1.01 Statutory Staffing.** The Public Defender Office agrees to provide for the Ocmulgee Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

**Section 1.02 Statutory Services.** The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Felony and misdemeanor cases prosecuted in the Superior Court of Putnam County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Putnam County on a revocation of probation;

(3) Cases prosecuted in the Juvenile Courts of Putnam County in which a child may face a disposition a delinquency case of confinement, commitment or probation; and

(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

**Section 1.03 Conflicts.** The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

**ARTICLE 2**

**ADDITIONAL PERSONNEL AND SERVICES**

**Section 2.01 Additional personnel and services.** The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

**ARTICLE 3**

**PROVISION BY THE COUNTY OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.**

**Section 3.01 Office expenses.** In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the county funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County’s pro rata share based on population is reflected in Attachment A. The amount to be paid includes a 4% administrative services fee. The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference.

**Section 3.02 Administration of Office Expenses.** GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. “Payment” for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addressed envelopes with sufficient postage into the United States Mail.



**Section 3.03 Procedure for payment.** The County or the Public Defender Office, or both, will make purchase and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

**Section 3.04 Responsibility.** The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC’s sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient from the County exist. The County bears the legal responsibility for any claim that arises from the GPDC’s inability to remit payment due to insufficient funds for said office expenses.

**Section 3.05 Limitation of liability.** Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

**Section 3.06 Taxes.** The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

**ARTICLE 4**

**TRAVEL AND REIMBURSEMENT OF EXPENSES**

**Section 4.01 Travel and expense reimbursement.** The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee’s official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

**ARTICLE 5**

**MISCELLANEOUS**

**Section 5.01 Term.** The term of this agreement is one (1) year beginning July 1, 2021 and ending June 30, 2022.

**Section 5.02 Maintenance of effort.** The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

**Section 5.03 Severability.** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as “part”) of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder

of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

**Section 5.04 Cooperation, dispute resolution and jurisdiction.** (a) The Public Defender Office and the County collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

**Section 5.05 Notice.** A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

**Circuit Public Defender Office of the Ocmulgee Judicial Circuit:**

John Bradley  
Circuit Public Defender  
Post Office Box 747  
Gray, Georgia 31032

**Putnam County:**

Putnam County Board of Commissioners  
117 Putnam Drive, Suite A  
Eatonton, Georgia 31024

**Georgia Public Defender Council:**

Omotayo Alli, Director  
270 Washington Street, Suite 5198  
Atlanta, Georgia 30334

**Section 5.06 Agreement modification.** This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

**Section 5.07 Termination.** (a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is

conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds shall be conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06 .

**(b) For cause.** This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

**(c) For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

**(d) Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (b).

**Section 5.08 Cooperation in transition of services. (a) At the beginning of the agreement.** The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

**(b) During or at the end of the agreement.** The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>th</sup> day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

**(c) Statutory responsibility continuation.** The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

**Section 5.09 Advance of Funds.** The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

**Section 5.10 Time.** Time is of the essence.



IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year written above.

ATTEST:

**Putnam County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

ATTEST:

**Circuit Public Defender**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Circuit Public  
Defender

ATTEST:

Consented to:

**Georgia Public Defender Council**

\_\_\_\_\_  
BY: \_\_\_\_\_  
Signature  
Director

ATTACHMENT B – Personnel & Operating Expenditures

Putnam County

July 1, 2021 – June 31, 2022

The County agrees to pay the Public Defender Office \$93,406.24 in 12 monthly installments of \$7,783.85. Installments are due to the Georgia Public Defender Council (GPDC) on the 15<sup>th</sup> of the preceding month beginning on June 15, 2021. Invoices will be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Installments will be paid directly to GPDC at the following address:

GPDC  
Attn: Jason Ring  
270 Washington Street  
Suite 5198  
Atlanta, GA 30334

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

These employees provide representation to indigent defendants in Superior Courts and Juvenile delinquency proceedings.

They may also provide legal representation to indigent defendants in State Court of Putnam County in accordance with the additional services provisions set below:

**Definition.** For the purposes of this agreement and this attachment the term “additional services” means services provided by the Public Defender Office in addition to those services that the Public Defender Office is required by law to provide.

**Additional Services.** The Public Defender Office agrees to provide and the County agrees to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 5% administrative fee. Any additional personnel employed by the Public Defender Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

**Compliance with Standards.** Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office’s caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services

cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5<sup>th</sup> calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate the its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

The Public Defender Office agrees to provide representation in the following court:

(a) State Court of Putnam County.

(1) Misdemeanor or ordinance violation cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged.

(2) Hearings on a revocation of probation.

Putnam County remains responsible for the cost of providing legal representation by an attorney who is not an employee of the Public Defenders Office in cases where the Circuit Public Defender determines that there may be a conflict of interest.

**File Attachments for Item:**

10. Authorization for Chairman to sign Resolution to Call for a Referendum Imposing a Special District Mass Transportation Sales and Use Tax (staff-CM)



**RESOLUTION TO CALL FOR A REFERENDUM TO BE SUBMITTED TO THE ELECTORS OF PUTNAM COUNTY IMPOSING A SPECIAL DISTRICT MASS TRANSPORTATION SALES AND USE TAX**

**WHEREAS**, O.C.G.A. § 48-8-261, et. Seq., grants to the Putnam County Board of Commissioners (“Board”) the power to impose for a limited period of time within the special district corresponding to and being conterminous with the geographical boundaries of Putnam County a transportation special purpose local option sales and use tax;

**WHEREAS**, the Board and the City Council of Eatonton (“Eatonton”) met on April 6, 2021 to discuss possible projects for inclusion in the referendum and the rate of tax; and

**WHEREAS**, Putnam County desires to submit the proposed list of transportation purposes and the question of whether the tax should be approved to the electors of the special district in the next scheduled election;

**THEREFORE, BE IT RESOLVED** the Board hereby request the election superintendent of Putnam County submit the question of the imposition of a special district mass transportation sales and use tax at the rate of 1% to the voters within the special district to raise a maximum amount of net proceeds in the amount of \$24,500,000 over the next five calendar years for the specific transportation purposes listed in Exhibit A to the Intergovernmental Agreement entered into by Putnam County and Eatonton on June 4, 2021. The ballot question shall read as follows:

“Shall a special 1% sales and use tax be imposed in the special district consisting of Putnam County for a period of time not to exceed 5 years and for the raising of not more than an estimated amount of \$24.5 Million for transportation purposes?”

- Yes
- No

The election superintendent shall issue the call and conduct the election in the manner authorized by general law. The superintendent shall canvass the returns, declare the result of the election, and certify the result to the Secretary of State and to the Commissioner of the Department of Revenue.

IN WITNESS WHEREOF, this resolution has been duly adopted by the governing authority of Putnam County, Georgia on the 15<sup>th</sup> day of June 2021.

BY: \_\_\_\_\_  
Billy Webster, Chairman

ATTEST: \_\_\_\_\_  
Lynn Butterworth, County Clerk